App. F. IX-4

Previous References

1932. (Law

File No. 118-32

Serial Nos. 1-22

Later References.

Law 9-35-48452.

Preserve

PRESERVED

GENERAL AND REVENUE SECRETARIAT.

Serial Nos. Twenty two

Part B for Jany 36

SUBJECT.

~~Os~~ no 36/32-33 on the file of the Dist: Judge. B'one Division (~~Narayanamma~~ & others Vs. The B.C.L Ry: Co. Ltd.) & Mis. 151/32-33 - Dr. Ce. of Lne (Venkatamma Vs B.C.L Co)

WD 03607—GPB—22,500—2-8-35

Dr. Abdul Aziz
31.1.36

Ry. F 4]

4777/P/32

Railway Secretariat. | Law File No. 118 of 1932 | Sec. 1

P.U.D

Serial No.

Letter No.368 dated 2nd March 1933 from the Agent, Mysore Railways, re:- Claims in connection with the Bangalore-Chickballapur Light Railway Accident on 13th May 1932.

***

1) Previous papers in this connection have been forwarded to the General Secretary to Government (Law Section), vide D.No.1299 dated 13th February 1933.

2) The Agent forwards a copy of letter No.529 dated 24th February 1933 together with its enclosures, received from the Chairman, Bangalore Chickballapur Light Railway Co., Ltd., re:- suit instituted by Narayanamma widow of late Aswathanarayana died in the above accident and states that as the case is an important one which might give rise to liabilities in future, the Government Advocate may be authorised to appear for the case in defence.

3) May be submitted to the Dewan for sanction through the General Secretary (Law Section).

3/3/33 3/3/33 3.3.33.

1414/3/3

1) General Secty Law dept. With Compliments

Note—Contn. Sheets.

WD 664—GBPM—5,000—21-9-31.

477 O.S. 86/32-33 on the file of the Dt. Ct. B'lore (Narayanamma vs Lt. Ry. Co. LTD)

General and Revenue Secretariat | Law File No. 118 of 1932. | [App. F. III—2

Serial No.

1) Narayanamma widow of the late V. Arvalanayya has instituted a Civil Suit against B'lore Chickballapur Light Ry Co. LTD claiming damages of Rs 10,500/- for the alleged loss of her husband in Connection with the B'lore. Chickballapur light Ry accident on 15th May 1932.

2) Previous papers referred to in para 1 Supra were returned to the Secy Rys. Rys on 3.3.33. informing that no reply to the notice Messrs. Dadwood is necessary. When several notices were issued on behalf of certain Victims in the said accident, the Case was Carefully Examined, and Govt Came to the Conclusion that Ry. authority are not liable for the accident.

6) Pbr. B'lore may be instructed to appear on behalf of the Light Ry. Co. LTD. A copy of the Duplicate Summons is put up in the file. Both the original papers have been returned to the Court with due endorsement of service thereon.

Necessary dfts are put up for approval:

Dft I — Pbr. B'lore

" II — Agent. Rys. Rys.

Date of Hg 13.3.33

15/3 dfts

7) Both the Agent and the Rly Secy want the case to be entrusted to the Govt Advocate as "as it is an important one which might give rise to liabilities in future". Under the Legal Affairs Rules, it is the PP's that is ex-officio Govt pleader & as such

NOTE—Contn. Sheet.

WD 0246 -GPB—15,000—22-8-32

3

Law File No. 118 of 1932. | General and Revenue Secretariat

Conducts cases on behalf of Govt in the District Courts.

8) The suit itself is however against the B.C.L Ry Co. and not against Govt and it is not clear why Govt should undertake its defence at this stage. If under the agreement between Govt & the B.C.L. Ry Co; it is the Govt that is liable in such cases of accident, the suit as framed against the Company would be be wrongly framed. The Company then has to engage its own Counsel and raise this defence. It is only when the plaintiff implead Govt, that Govt can undertake the defence.

(Yes Secy) DMP 6/3

9) If appl, the Ry Secy will be informed accordingly.

(2nd November) DMP 6/3

10) Rules may be adhered to above

KG 6/3

Dft Today DMP 7.3

11) Dft pumps 1SD 7/3

Issue Today DMP 7.3

GENERAL SECRETARY. No

Date of Hg 18.3.33

Secretariat Department 6 JA 1933 No. 7284

4887 Cont. Suit against B.C.L. Ry Co. 4

General and Revenue Secretariat | Law File No. 118 of 1932 | [App. F. III—2

Serial No.

To,

The Secy Mys. Rys.

no. P. 4852 dated 7.3.32 informing that under the circumstances pointed out, the Company has to engage its own lawyer, and that then the plaintiff impleads Govt. they will undertake the defence of the suit

From,

The Secy Mys Rys

D.O. no. Rs 1156 dated 28th March 1932 requesting in the circumstances stated, to engage the services of the Govt. Ad in view of the importance of the Case and the decision there on.

12) Subject for orders with reference to para 10 supra the Connected file received yesterday is also linked

13) The Agent says that even if the Company has to make its own arrangements the necessary funds for the conduct of the case have to be placed ~~at the disposal~~ at the disposal of the Company by the Dept.

14) He therefore suggests that the G.A be requested to appear for the B.C.L Ry Co: & conduct the Case. He may of course raise the preliminary defence as

NOTE—Contn. Sheet.

WD 0246 —GPB—15,000—22-8-32

5 Suit against B. C. L. Ry Co.

For File No. 118 of 1932. | General and Revenue Secretariat

Suit being not maintainable as to the ~~recovery of money from the~~ ~~Govt~~ against the Company, since it is the Govt that are managing the Railway.

Submitted for orders

2nd member)

MNP
9.3.33

15) The R.C.L's proposal may be accepted

Ku
9.3.33

RG
9/3

No. 7986

Draft G.O at once.

MNP
9/3

16) Dft G.O. Put up according to rotary
ISD
9/3 Issue + then put up a draft

17) letter to G.A giving instructions for a W.P.

MNP
9/3.

To,

The Govt Ad.

" Secy to Govt and the Agent B.C.L.Ry

G.O. No [illegible] Law 118-32-4 dated 9th March 33

according sanction to engage the services of the Govt Advocate on behalf of the B.C.L Ry Co. in the above case

4857/1
4937
4938
6

General and Revenue Secretariat | Law File No. 118 of 1932. | [App. E. III—2

Serial No.

18) Sub[d] with a dft in reference to para 17 supra

ISD 16/3

19) Issue To-day
MM 16/3

To,

The Govt. Advocate

No. L. 4907 d 10.3.33 forwarding the Connected records and Calling for a w st for appl[t] Cop[y] to the Agent. Mys. Rys.

Sub B 17/3/33

Dear,

The Govt. Ad.

No. 755 dated 16.3.33 requesting that he would appear in the Case and do the needful in the matter.

Sub[d] for "Penal"

20) Dft w.st. is awaited

ISD 14/3

21) The Ry Sectt papers re: amount of legal affairs may be returned to the Sectt

BNP 13.3

Telephone message from the Agent Secl. Mys Rys to transfer the Connected papers here for Ad. Sent a enclosure to the letter dated 10.3.33.

ISD 14/3

X mis 160 O.L.
Sent to the Agent-Mys Rys
on 15-3-33

Sub B 16/3/33

NOTE—Contn. Sheet.

WD 0246—GPB—15,000—22-8-32

CS 36/2252 B.C.L. Rly

Suit against B.C.L. Rly Co.

8958

Law File No. 118. of 1932.	General and Revenue Secretariat

Sir,

The Govt. Advocate

vr no 871 dated 16th May 1933 forwarding for approval draft of the W.S. to be filed in the above Case on 22nd May '33

Ref. for 4, 7-12 Supra.

~~Since the Govt. is not prosecuting against the Co., as the Govt. are suing the Co.~~ The question of maintainability of the suit against the B.C.L. Rly. Co. is not raised in the W.S.

Date of Hg. 22.5.33

ISD 17/5

vr) ~~Incorporation~~ The written statement so far as it goes is in order and may be approved. The G.A will be requested to consider the question re: the frame of the suit & to incorporate another para on this point, if he thinks that it is desirable to do so. The W.S with be returned to the G.A to send it on with the Vakalat to the B.C.L. Rly Co: for signature of the officer authorised to sign on behalf of the Co:

Gen Secy)

GENERAL SECRETARY 17 MAY 1933 No.

I Member

vr). Draft 19/5

18/5

18/5

19/5

18 MAY 1933 No. 9618

Serial No.

TYPING SECTION
19 MAY 1933
GENL. & REVENUE SECTT.

28) Dft — Subd accordingly
ISD 19/5

26) Issue today
19.5.33

To,

The Govt. Ad.

No. P. Bang d. 15.5.33 requesting to Consider the question as to the desirability of incorporating another para in the Statement re: the maintainability of the Suit against the Company

Sec C 22/5/33

27) Dft to the Govt. Ad. Calling for Copies of the W.Sr. etc
is put up

ISD 16/5

3-40 P.M

28) Issue
19/5/33
17/11/33

Issued No. P. 1237 d 21.11.33.

Sec A 22/11/33

From,

The Govt. Ad

No 360 dated 30th Nov 1933 forwarding 2 Copies each of the W.Sr and the reply filed and of the issue framed in the above Case

29) Submitted for perusal

ISD 4/12

30) This was put up to the 7th
Please enquire from the GA's office to which date it is posted now.

4/12

Case stands posted to 16.1.34

ISD 2/1 Call for a progress report 19/1/34

WD 0246 —GPB—15,000—22-8-32

9

2998

Law File No. 118 of 1932

General and Revenue Secretariat

TYPING SECTION
23 JAN 1934
GENL. & REV. SECTT.

31) Dft put up
ISD
23/1

32) Issue
23.1.34

Issued no. P. 3564 d 25-1-34.

Sun A:
26/1/34

From,

The Jar. Ad.

no. 491 d 6.2.34 intimating that the above Case stands posted to 27th Feby 1934 for Hg.

Submitted for perusal

ISD
8/2

33) "Is it not proposed to argue the Case on the question of the maintainability of the suit as against the B.B. & I. Ry. Co. Ltd before going evidence in the Case?"

(Sd) illegible
8/2

34) It was proposed to include a para in the w.s. re: the maintainability of the suit against the Co. This is being done in para 2 of the w.s; and an issue is also framed on this point. Jar. Ad. may however be requested to argue this question before letting evidence.

Sub? with a dft for 4 orders.

ISD.
9/2

35) This is an important suit arising out of the Railway accident

Serial No.

that occured on the Bangalore Chikballapur line in may 1932.

26) The Suit is filed against the Light Ry Co: and the Govt Advocate is conducting its defence as proposed by the Ry Secy. One of the points raised in the defence is that the Company is not liable to be made a defendant in that Govt is working the Railway under an agreement. This agreement shows that Govt in working this Railway is not acting as agents of the Company. The Company is not also sole proprietors of the Railway. Govt have themselves large pecuniary interests in the Ry and at worst they can be deemed to be independent Contractors. In this view the Suit cannot lie against the Company. If this is upheld by the Court there is no need to adduce evidence on the merits of the case regarding negligence etc of the Ry Servants. If possible, it is also desirable to avoid a discussion of this aspect of the case. The plaintiff will find beset with difficulties regarding limitation etc in now trying to implead Govt as a defendant in the case, which may therefore in all likelihood have to be dismissed with costs.

The servants of the Ry are Govt servants & not servants of the Company

27) The D.T.S. Mr. H. Ramachar who saw me recently regarding this point agrees that it is better if this case is disposed of on preliminary points than to get a decision on merits

WD 0134—GPB—15,000—12-10-33

11

File No. of 193 .

General and Revenue Secretariat

Serial No.

A draft to the G.A. enquiring why the course suggested above should not be adopted is therefore put up for approval.

Gen Secy) 10/2/34

3rd) The draft may be kindly approved

11 Member) 10/2/34

13/2

13/2

3rd) Issue to-day

To,

The Govt. Advr.

No. P. 3900 dt. 14.2.34 enquiring whether it is not desirable to agree the question viz: the maintainability of the suit against the Company

Sir A

15/2/34

GEN 13 FEB. 1934 No. 1239

OFFICE OF THE SECOND MEMBER OF COUNCIL 13 FEB. 1934 NO. 523

TYPIA G S 14. FEB.

O.P. 26 | 32-33 - Dt. Ct. Bills 6914 & 5550/32
(Nagarajamma vs. RSPY & Co.)

General and Revenue Secretariat | Law File No. 118 of 1932 | [App. F. III—2

Serial No.

From,

The Govt. Advt.

No. 805 d 29.6.34 stating that it is not advisable to have the case posted for Arguments on the question of maintainability of the Suit against the Co^t & some Evidence has to be addressed with regard to this point also.

Submitted for perusal with ref^ce to paras 3 & 7 supra.

TSD 2/7.

(Gen Secy) — 2/7/34

Second Member.

Dewan. — 3.7.34

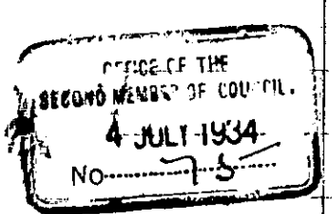
4/7

3-7-34

4-7-34

5.7.34

5.7.34



Secy to Govt to advise petitioner accordingly.

5/7.

NOTE—Contn. Sheet.

WD 0955—GPB—22,500—12-6-34

Ry. F 4]

Railway Secretariat. File No. of 193 .

*13

(P.W.D)

Serial No.

Letter no: 832 of 11th June 35 from the Agent. Mysore Railways. Re:- Claims in Connection with the accident to No. 32 Dn of 13. 5. 932.

1. On 13th May 932. the no. 32 Dn mixed train on the Narrow Gauge met with a most regrettable accident at Devanhalli resulting in the death of some passengers.

2. Messrs: Aswathanarayana and Poojappa were the two unfortunate passengers that were travelling in this ill-fated train and they were killed in the accident.

3. Narayanamma widow of the deceased Aswathanarayana and Venkatamma widow of the deceased Pojappa had filed a suit in the District Judges Court claiming a Compensation of Rs 10,500/- each.

4. The Advocate on behalf of the plaintiff Narayanamma, has agreed to withdraw the case un-conditionally on payment of Compensation.

NOTE—Contn. Sheet.

WD 1332—GBPM—2,500—12-3-34

Ry. F 4]

Railway Secretariat. File No. of 193 .

(P.W.D)

Serial No.

5. The Agent therefore requests sanction of Govt to the following:-

1. Rs 2,000/- with costs not exceeding Rs 1,000 to the legal guardian of the minor sons of the late Mr. Aswathanarayana.

2. Rs 1,000/- to Venkatamma, widow of Poojappa.

A

(P.W.D)

6. It is stated that the cost will be debited to Abstract G and all expenditure on this account will have to be provided by additional grant for Revenue Working Expenses as it is not possible to meet this out of the sanctioned allotment during the current or next year.

7. This may be submitted to the Darun through the General Secy., (Law Section) for favour of sanction.

Subd
17/6

17/6

8) The proposal at A to grant suitable compensation to the representatives of the persons killed in the accident may be appd.

18/6/35

9) Submitted

GENERAL DEPARTMENT
18 JUNE 1935
Law

Note—Contn. Sheet.

WD 1832—GBPM—2,500—12-3-34

Dy No. 2255
18/6

Darun
Hon
Gen Secy (Law)

Ry. F 4]

2258/p 34

15

Railway Secretariat. File No. of 193 .

Serial No.

10) Before sanctioning the payments of the amounts, we have to arrive at a compromise agreement with the parties concerned. The proposals now made are those of the Govt advocate agreed to by the Railway Deptt. These proposals may be placed before the plaintiffs in the two cases and it is after they agree that sanction of Govt becomes necessary. The Govt advocate may now be authorised to put these proposals for the acceptance of the plaintiffs. This is what is to be sanctioned now and action in this respect will be taken in the Law section.

Govt Secy) 20/6/35

11) The action proposed above may be approved

Home Member) 3/7

4/7

6/7 4/7/35

12) Done 8/7

GENERAL SECRETARY 21 JUNE 1935 375

OFFICE OF THE SECOND MEMBER OF COUNCIL 4 JULY 1935 No. 600

NOTE—Contn. Sheet.

WD 1832—GBPM—2,500—12-3-34

Compromise of Civil suits 7258 / 612 16
arising out of Dodderi By accident.

General and Revenue Secretariat. | Law File No. of 1935. | [App. F. III-2

B-1 Dft sub: for appl:
VSD 8/7

a) Issue
8/7/35.

9. JUL. 1935
GENL. & REV. SECTT.
BON.

To,

The G. A.D.

no. C. 196 d 9.7.35 enquiring whether the pltffs in the 2 cases will accept the amounts offered in full settlement of all their claims.

Sec A
11/7

From,

The G. A.D.

no. 40 d 16.7.35 forwarding copies of letters received from Messrs. V. Balakrishnaiya and S. Lakshmanagowda, Advocates intimating their client's willingness to accept the Amounts offered in full settlement of all their claims in the 2 suits filed by them in the Dr. Judge's Court.

Date of Ltr
22.7.35

Ref[ce] para 10-11 Supra.

15) Submitted with a dft G.O. sanctioning the Compromise
15D 18/7

16) The proposal at A in the Secretariat note was payment of Rs 2000/- besides costs not exceeding Rs 1000/- to Narayanamma. The offer that has been made & finally accepted by the advocate on behalf of Narayanamma is payment of

NOTE—Contn. Sheet.

17

412

File No. of 193 .

General and Revenue Secretariat

GENERAL SECRETARIAT
19 JULY 1935
512

Rs 2000/- only in full settlement of all her claims - The terms of compromise are therefore very advantageous and the draft G.O. accepting them may be approved

(Sd) [illegible]
19.7.35

The O.S. standing for orders
to 22-7-35

OFFICE OF THE SECOND MEMBER OF COUNCIL
19 JULY 1935
No 512

DEWAN'S OFFICE
19 JULY 1935
No 479

1) I agree
II Member
19/7/35

MS
9/7

Dewan :)
19/7 — 19/7/35

MS
19-7-35

22/7

2) Issue above

22/7

To,

The S.A.D.
" Agent, Pys. Rp
- Sec' to Govt, Pys. Rp.
- Comptroller to Govt.

G.O. no. P. 495-501 Law 118-22-16 d 22-7-35 accepting the terms offered by the Parties.

Sec
25/7/35

18

412

1054/35

*In reply please refer to
No. 173

OFFICE OF THE GOVERNMENT ADVOCATE
IN MYSORE,

Bangalore,...16th.....August.....1935.

118-32-15

From

The Government Advocate
in Mysore, BANGALORE.

GENERAL SECRETARIAT
16 AUG. 1935

To

The General Secretary to the Govt.
of H. H. The Maharaja of Mysore,
BANGALORE.

Sir,

Re: Original Suit No.36 of 1932-33 on the file of the Subordinate Judge, Bangalore. (Narayanamma VS. The Bangalore Chikballapur Light Railway Co.,Ltd.,)

Adverting to Government Order No.P.498-50/Law 118-32-14 dated the 22nd July 1935, I have the honor to state that the above case came on for hearing on the 8th instant, when the amount agreed upon viz., - Rs.2000/- (in full settlement of all the claims of the Plaintiff in the above case) was deposited in Court for payment to the minors, and the suit was dismissed.

I have the honor to be,
Sir,
Your most obedient servant,

M. Narayanaswamy
Government Advocate.

CSN.

SECRETARIAT
21 AUG. 1935

19) Sub? for perusal.

Terms of decree in Venkatamma's Case is approved

19/8

Suit 21/8

19

Law File No. 118 of 1932. | General and Revenue Secretariat

From -

He for. Ad.
no. 189 d 21.8.35 forwarding for orders of Govt a copy of the Ch. Govt's letter d 10.8.35 stating that the minor Children's maternal grandfather Kapalli Subbayya is willing to give an indemnity bond in respect of the Glass of the minors in Mis 151/3223 (Vankatamma's case) and requesting payment of money on accepting the bond.

Refce: para 8-12 supra.

The S. Ad. suggests that if necessary the opinion of the local Rev. officers may also be obtained about the solvency of Kapalli Subbayya who is prepared to give an indemnity bond. If appd. the D.C. Kola will be Consulted in the matter.

Subs for orders.

ISD 29/8

21) Please ascertain wheather the money need not be deposited in court for payment to the petitioners. This would avoid our investigating the solvency etc of the sureties.

29/8

Subs for orders. Accordingly.

ISD 28/8

22) Issue

27/8/35

Issued vide G.O. No. 1434 d 28.8.35

Sec A 29/8

GENL & REV. SECTT. 27 AUG. 1935

146 20

General and Revenue Secretariat

Law File No. 118 of 1934

[App. F. III-2

From ..

.. He G. Ad.

no. 230 d 31.8.35 stating that there is yet no proper proceedings before the Court and the above Misc. Case is only a petn for permission to file the suit in forma pauperis - and that there is no provision to deposit money in Court in such proceedings, payment has to be made out of Court after taking proper security. . . .

no) Instr? for orders with ref? to para 2 supra

JSD 4/9

.. .. 25) Consult the Dr Mehan

MRP 4/9

16) Dft Instr? for appl? . . . . .

JSD 6/9

17) Send copy appt's letter of 21st ult with its enclosures & ask for a report regarding the acceptance of the security offered

MRP 5/9

18) Dft pur ad accordly

JSD 6/9

19) Issue

MRP 6/9

Issued no. P. 1709 d 9.9.35

TYPING SECTION 6 SEP. 1935 GENL & REV

NOTE-Contn. Sheet No. A

21

Mis. 151/32-33-Dr. Cr. Mys. 1416
(Venkatamma Soliciting Refund) 4021
4056

Law File No. 118 of 1932

General and Revenue Secretariat

From,

The DC Kolar

no. D. Dis. Mis. C. 1015/35-36 d. 19-11-35

stating that Kapalli Subbaiya's salvage to the extent of Rs 1000/- and he may be accepted as proper security

The G.A.D.

Do. no. 432 d. 21.11.35 requesting for an early reply in the matter

Ref[a] para 20-25 supra

22) One Kapalli Subbaiya of Chickballapur is reported to be solvent to the extent of Rs 1000/- but is required to stand as surety for the minor's share in the above case. A sum of Rs 1000/- has been offered by the petitioners in full settlement of their claim. The surety offered may perhaps be accepted.

Submitted with a dft to the Govt. A.D. accordingly proposed.

23) May be approved

Gen Secy

First Member

2 + 1 cf to 1434

OFFICE OF THE FIRST ASSISTANT JUDGE 26 NOV. 1935 M 3651

TYPING GENL SECTT. 28. NOV. 1935

4058 4021/3421/22

General and Revenue Secretariat | Law File No. 118 of 1932 | [App. F. III—2

Serial No.

To,

The Govt. Agt.

No. P. 3511 of 28.11.35 informing us the surety offered may be accepted.

Copy to the Agent, Mys. Rys.

Sec 29/11

From,

The Govt. Agt.

No. 499 of 6.12.35 stating that a cheque for Rs 1000/- rec'd from the Auditor, Mys. Rys. was handed over to Mr. Lakshmana Gowda, Advr. on behalf of his clients and forwards the 3 documents executed in this Connection and intimating that the Case was dismissed.

Submitted for perusal with reference to para 20 supra.

A Copy of the G.I.D.S letter Legal with its enclosures may be sent to the Agent, Mys. Rys. for information and record.

TSO. 10/12

Draft Letter

Issue 11/12

Le 12/35

11/12 Asst.

Issue 12/12

2 DEC. 1935 RD. SECTT.

NOTE—Contn Sheet.

WD 03594—GPB—30,000—18-7-35

23

6050
3421
3548

Laws File No. 118 of 193 2. General and Revenue Secretariat

To The Agent. Inspr Rys
Letter no P.3945 dt 13/12/35
Forwards for information
and record in his office the
three documents & the copy of
letter from the G.A. & requests acknt

From
The Dy commr, Kolar Dt
Letter no. 1029 dt 16/12/35
Forwards a petn dt 24.11.35
from C. Thimmiah, son
of Kondappa, Chikkaballapur
stating that Karahalli Subbiah's
solvency is of a doubtful nature
for reasons given.
The petitioner states that
Karahalli Subbiah's statement A
that he owns houses in Chikkaballapur town
is false & his solvency has
therefore to be verified before acceptance.
Kind reference is invited
to the Maharaja's order dt 30.10.35
drawn by the Rly Inspector (H.B) in the Records
received from the D.C Kolar.
After perusal, these records will be
returned to Dy commr, if so ordered or
retained in our file for reference

Ex
18/12/35.

General and Revenue Secretariat | File No. | of 193 . | [App. F. III—2

Serial No.

The amount has been paid already and no further action is now possible. The papers will be filed after perusal

Gen Sec'y) 18/12
23/12

GENERAL SECRETARIAT 18 DEC. 1935 287

3882
P 35

MYSORE RAILWAYS

AGENT'S OFFICE,

Mysore, 23rd December 1935.

All communications should be addressed to the Agent, Mysore Railways, Mysore by TITLE, not by NAME

No. 4921 /Fl.

Enc.

From THE AGENT,
GENERAL SECRETARIAT 26 DEC. 1935
To Law Mysore Railways, Mysore.

The SECRETARY
to the Government of Mysore, General Department,
Bangalore.

Sir,

Compensation claims in connection with Devanhalli accident in May, 1932.

I have the honour to acknowledge receipt of your letter No.P.3945/Law.118-32 dated 16/17-12-1935, and the enclosures sent therewith.

I have the honour to be,
sir,
Your most obedient servant.

Subs for perusal.
MSK 2/1/36.

MSAB.

for Agent.

M.R.M. A 350-2000-13-2-32

MYSORE RAILWAYS

All communications should be addressed to the Agent, Mysore Railways, Mysore by TITLE, not by NAME

AGENT'S OFFICE,

Mysore, 28th February, 1933.
2/3/33

No. 368 /Fl.

Enc. 5 sheets

From

THE AGENT,

Mysore Railways,

MYSORE.

3 MAR 1933

1414

To

The Secretary
to the Government of Mysore for Railways,
Mysore.

Sir,

Claims in connection with the Bangalore Chickballapur Light Railway Accident on 13th May, 1932.

In continuation of this office letter No.291 dated 10th January, 1933, on the subject, I have the honour to forward herewith a copy of letter No.529 dated 24th February, 1933 together with its enclosures, received from the Chairman, Bangalore Chickballapur Light Railway Co., Ltd., re: suit instituted by Narayanamma, widow of late Aswathanarayana died in the above accident.

I request that, as the case is an important one which might give rise to liabilities in future, the Government Advocate, Bangalore may be authorized to appear for the case in defence.

I have the honour to be,
Sir,
Your most obedient servant.

Ag. Agent.

MLAB.

28-2-33

W A 178-1000-6 1-38

All communications should be addressed to the Agent, Mysore Railways, Mysore by TITLE, not by NAME

MYSORE RAILWAYS

AGENT'S OFFICE,

Mysore, ... 193....

No...../Fl. .....

Enc.....

Letter No.529/ dated the 24th February, 1933, from the Chairman, B. C. L. Railway Co., Ltd., Mundy Buildings, Chamarajpet Bangalore City, to the Agent, Mysore Railways, Mysore.

I have the honour to forward herewith the duplicate summons together with the copy of the plaint received from the District Judge, Bangalore Division, Bangalore, in case No. 36, of 1932-33 filed by one Narayanamma, widow of Aswatharayana, claiming Rs.10,500/- as damages for the death of her husband who died in the accident between Dodjala and Devarahalli in May,'32 I have returned the original summons duly signed.

As the case stands for hearing on 13/3/33, I request that necessary arrangements may kindly be made to conduct the case.

In case the Company is to be represented at the trial of the case, I beg that necessary funds for the conduct of the case may kindly be ordered.

The favour of an acknowledgment of this letter is requested.

/C O P Y/

---:O:---

28-2-33

MSAB/28.-2.-1933.

IN THE COURT OF THE DISTRICT JUDGE OF BANGALORE

O.S.No. 36 of 1932-33.

Between:-

Narayanamma representing the estate of the deceased, V. Aswanthanrayan... Plaintiff.

and

The Bangalore -Chickballapur Light Railway Company Ltd ... Defendant.

Plaint filed under Order VII Rule 1 and Section 26, Civil Procedure Code is as follows:--

1. The Plaintiff is the widow of the late V. Aswathanarayana, a Hindu of Telugu Balija caste, aged about 25 years and residing at No.6, Tasker Town, Civil and Military Station, Bangalore.

The address for service of all notices and processes is that of her Advocate, Mr.N.Balakrishnayya,B.A.,LL.B. Chickpet, Bangalore City.

2.The Defendant is a Railway Company running the Railway between Bangalore and Bowringpet and having its head quarters at Bangalore.

3. On the 13th of May 1932, the Plaintiff's husband the late V. Aswathanarayan, travelled by the morning Passenger train of the Defendant Company leaving Bangalore at 8 A.M. He took ticker to Devanahalli, being 3rd Class ticket No.1717. At about 9-45 A.M., while the train was nearing Devanahalli, the training met with an accident in consequence of which the bogie carriage in which the deceased was travelling telescoped into the goods carriage in front of it and in the coolision the deceased met with instantaneous death.

4. The plaintiff charges that the accident was caused by the carelessness, negligence and improper conduct of the

of the Defendant Company in the running and management of the train in which the deceased travelled. The Defendant as a public carrier, failed to observe and adopt the necessary pre-c cautions for the safe running of the train and the safe conveyance of the passengers. The Defendant Company failed to take that degree of care and caution which was its legal duty to take ~~that xxxxxx~~ in regard to the condition of the vehicles, the assembly thereof and of the running of the train. The Plaintiff believes that amongst various other acts of commission and ommission, the Defendant is guilty of having allowed un-roadworthy vehicles to run in the train.

5. The Plaintiff hence submits that the Defendant is bound to compensate the Plaintiff in adequate damages for the loss sustained by her and by the dependants of the deceased. The deceased was the only earning member of the family and by his death the Plaintiff has sustained incalculable loss.

6. The Plaintiff's husband was at the time of the accident in the service of the Government of His Highness the Maharaja of Mysore, as a Librarian in the High Court of Mysore at Bangalore He was drawing a salary of Rs. 51/- per mensem on a grade of Rs.30-3-60-4-80. He was a young person,aged only

34, in excellent health and of active habits. He stood good prospects of preferment and promotion in service besides a decent pension on retirement. He had put in already nearly 12 years of service.

7. The Plaintiff hence claims Rs. 10,500/- as damages from the Defendant.

8. Besides the Plaintiff (his wife), the deceased has left behind him (1) his father, viz., R. Venkatasami Naidu, aged about 60, Retired-Librarian, High Court of Mysore, (2) a minor girl, named Achamma, aged about 1½ years and (3) a minor son named Subbayya, aged about 11 months. The Plaintiff's family has become destitute and devoid of all means of maintenance. This action has been brought by the Plaintiff as representing the estate of the deceased and for the benefit of the aforesaid relations of the deceased including the Plaintiff.

9. The cause of action for this suit arose at Devanhalli within the jurisdiction of this Hon'ble Court where the accidental took place and at Bangalore within whose jurisdiction the Defendant is carrying on business, on 13th of May 1932, the date of the accident and on the 13th of June 1932, when the Plaintiff demanded by her Lawyer's Notice on the Defendant to pay compensation and on subsequent dates when the Plaintiff sent reminders but to which all the Defendant has vouchsafed no proper reply.

10. The value of this suit for purposes of Court-fees and jurisdiction is Rs. 10,500/- and the Plaintiff pays a Court-fee thereon fee of Rs. 618-12-0.

6

11. The Plaintiff therefore prays for Judgment and Decree:-

(i) Directing the Defendant to pay to the Plaintiff a sum of Rs. 10,500/- for and on behalf of the several persons enumerated in Paragraph 8 supra.

(ii) Directing the Defendant to pay the costs of this action.

(iii) and to grant such other or further reliefs as to this Hon'ble Court may deem fit and proper in the circumstances of the case.

Plaintiff.

(Advocate for Plaintiff)

I, Narayanamma, the Plaintiff abovenamed, do hereby state that the facts stated in paragraph 1 to 10 are true to the best of my knowledge, information and belief.

Plaintiff.

Documents filed with the Plaint.

nil

(Advocate for Plaintiff).

* C O P Y

Mpera Rao

Jr. General Secretary to Government.

TSD

7

No.P.4822/Exc./file of Rec
Law 118-32-2

7th March 1933.

The

The Secretary to Government,
Mysore Railways, Mysore.

With reference to your U.O. No.1414 dated 3rd March 1933 regarding the suit instituted by Narayanamma widow of late Aswathanarayan against Bangalore-Chickballapur Light Railway Company Ltd., I am directed to state that the suit is not against Government and it is not clear why Government should undertake its defence at this stage. If under the agreement between Government and the Bangalore-Chickballapur Light Railway company it is the Government that is liable in such cases of accident, the suit as framed against the Company would be wrongly framed. The Company therefore has to engage its own counsel and raise this defence.

It is only when the plaintiff impleads Government that Government can undertake the defence of the suit.

The file of papers sent are herewith returned.

I have the honour to be,
Sir,
Your most obedient servant,

for General Secretary to Government.

TSD

W.G.2.

Appendix F G—1]

SUBJECT .....

.....

.....

Section Law

File No. 118-32

Serial No. 2

Diary No. of letter replied to .....

No. P 4822/Law 18th May Dec

To The Sec.y to Govt. Mys. Rys.

S.

General and Revenue Secretariat

( )

the *193* .

Date of issue 7/3/33

Signed by Jn Ch S. Iyer

With reference to your U.O. no. 1614 dated 3rd March 1933 re: the Suit instituted by Narayanamma widow of late Avadhana Narayanan against B. C. L. Ry Co.y LTD. I am directed to state that the Suit is not against Govt. and it is not clear why Govt. should undertake its defence at this stage. If under the agreement between Govt. and the B. C. L. Ry Co.y it is the Govt. that is liable in such Cases of accident, the Suit as framed against the Co.y could be wrongly framed. The Co.y Company therefore has to

List of enclosures.....

Copied by 7/3/33

Examined by.....

WD 0253—GPB—15,000—26-8-32

9

engage its own Counsel and raise
this defence.

It is only when the plaintiff
impleads for. that for Can undertake
the defence of the Suit.

The file of papers sent
as herewith returned

I have exe
MP
7/5 for fee [See]

ISD
7/5

IMMEDIATE

Law 118-32-3

Mysore,
8th March 1933.

Your letter No.P.4822/Law 118-32-3 dated 7th March 1933.

****

Dear Mr.Ranga Rao,

The original papers connected with your above letter have been forwarded to you yesterday.

The case is an important one and any decree passed in this case might lead to establish liability of the Railway Department for compensation in similar claims in future.

No doubt the suit is not against the Railway Department now but against the B.C.L.Ry., Co., for whom the Mysore Railways are working agents. Any compensation decreed against the B.C.L.Railway Co., will have to be paid by the State and is a charge to the Working Expenses of the Railway.

In view of the importance of the case and the decision thereon it is suggested that the Government Advocate may be appointed to conduct the case.

I request you to kindly place this aspect of the case before Government and let me know whether the B.C.L.Railway Co., may be asked to make necessary arrangements to defend the case.

In case the Company has to make their own arrangements, necessary funds for the conduct of the case will have to be placed at the disposal of the B.C.L.Railway Co.

I request you to kindly obtain orders of Government on this point as well, to avoid further delay, as the case is posted for hearing on 13th March.

Yours sincerely,

R.Ranga Rao, Esq., B.A.,B.L.,
General Secretary to Government,
Bangalore.

46

PROCEEDINGS OF THE GOVERNMENT OF HIS HIGHNESS THE MAHARAJA OF MYSORE.

Read :—

Correspondence ending with the letter No. 1686, dated 8th March 1933, from the Secretary to Government, Mysore Railways, forwarding a copy of the duplicate of the defendant's summons in O.S. 36/32-33, on the file of the District Court, Bangalore (Narayanamma vs. Bangalore -Chickballapur Light Railway Company Ltd.) - date of hearing 13th March 1933, - and requesting sanction of Government in the circumstances stated to engage the services of the Government Advocate on behalf of the Bangalore - Chickballapur Light Railway Company Ltd. in the above case.

Order No. P 4884-86/Rev 1/8-32-4

Bangalore, dated 9th March 1933.

S A N C T I O N E D.

Mysore

For General Secretary to Government.

To

The Government Advocate, Bangalore.

The Secretary to Government, Mysore Railways.

The Agent, Mysore Railways.

TRH.4

G.R.S. App. F VI—G 2]

SUBJECT .....

.....

.....

Diary No. of letter replied to .....

Section Law

File No. 118-32

Serial No. 4

General and Revenue Secretariat

( )

the 193 .

Proceedings of the Government of His Highness the Maharaja of Mysore.

Date of issue 9/3/1933

Signed by Mr. N. R. J. Rao

Read—

Correspondence ending with the letter no. 1606 dated 8th March 1933 from the Secretary to Govt. Mysore Rys forwarding a Copy of the duplicate of the defendant's Summons in O.S. 36/32-33 on the file of the Dist. Ct. B'lore (Date of hearing 13-3-33) ~~Order thereon: No.~~ (Rangaswamy Ayy & B. C. L. Rly Co. Ltd.) and requesting Sanction of Govt. in the Circumstances stated to engage the Services of the Govt. Ad. ~~the~~ on behalf of the B. C. L. Rly Co. Ltd. in the above case:

Order No. 4884-86

Sanctioned.

May this be—

(i) printed ?

(ii) treated as a standing order ?

(iii) published in the Gazette, English Part ?

(iv) translated ?

(v) placed at the disposal of the press ?

(vi) published in the Gazette, Kannada Part ?

To.

1) The Govt. Ad. ~~with duplicate~~ ~~interim and copy of the plaint and connected papers.~~

2) Secy to Govt. Mys. Rys.

3) The Agent M Rys

is requested to take necessary instructions for the conduct of the case from the Agent, Mysore Railways, keeping in view the progress made in the case on each date of hearing.

BM 9/3

General Secy

13

GOVERNMENT OF HIS HIGHNESS THE MAHARAJA OF MYSORE

General and Revenue Secretariat

No. P 4907. Law 118-32-5 Dated, Bangalore, 10th March 1933.

From The General Secretary to the Government of His Highness the Maharaja of Mysore.

To

The Government Advocate in Mysore,
Bangalore.

Subject.- O.S. 36/32-33 on the file of the District Court, Bangalore (Narayanamma Vs. B.C.L. Ry. Co., Ltd.)

Sir,

In continuation of the Government Order No. P. 4884-86/Law 118-32-4 dated 9th March 1933 according sanction to engage ~~x~~ your services on behalf of the defendant in the above case, I am directed to forward herewith the duplicate of the defendant's summons and the copy of the plaint together with the connected records relating to the above case, and to request that a draft written statement may kindly be prepared and submitted for approval of Government in time.

Further instructions if any, may kindly be obtained from the Agent, Mysore Railways. Progress made in the case on each ~~dat~~ date of hearing may kindly be intimated for information of Government.

I have the honor to be,

Sir,

Your most obedient servant,

Sd/- R. Ranga Rao,
General Secretary to Government.

Memo No. P 4908

Copy of the above is forwarded with compliments to the Agent, Mysore Railways.

By order,

MP

for General Secretary to Government.

C.R.G.3

TSD

Appendix F G—1]

SUBJECT .....

.....

.....

Section Law

File No. 118-32

Serial No. 5

Diary No. of letter replied to .....

No. P 4907/ Encl 3 files re. to the Rly Secty's file re. accident— L.18/8-L 31-32

To The Govt. Advocate

O.S. 36/32-33 on the file of the Dist. Ct. Bellary

(Narayanamma vs S.C.L. Rly. Co. Ltd)

General and Revenue Secretariat

( )

the 193 .

Date of issue 10/3/33

Signed by Jn. N. R. J. Rao

Sir,

In Continuation of the P.O. no. P. 4004-86 Law 118-32-4 dated 9th March 1933 according Sanction to engage your services on behalf of the defendant in the above Case, I am directed to forward herewith copies of the duplicate of the defendant's Summons and the plaint copy of the plaint together with the Connected records relating to the above Case, and to request that a draft written

List of enclosures.....

Copied by..... 10/3

Examined by.....

15

Statement may kindly be prepared and submitted for approval of Govt in time.

Further instructions if any may kindly be obtained from the Agent Mys. Rys. Progress made in the Case on each date of hearing may kindly be intimated for information of Govt. I have sent for Govt's see 1004 16/3

150 16/3

MEP4908. dy 10-3-33

Copy to the Agent, Mysore

10-3-33

Telephone Message

From the Secretary for Railways
Mysore

To the General Secretary
Bangalore

please refer L.G.O. No.P. 4884-286 Law 118-32-4 dated 9-3-33 sanctioning the engagement of the Services of Govt Advocate in connection with the D.E.L. Railway accident case on the file of the district court Bangalore and Kuichy transfer immediately papers sent with my D.O.Nos 1668 and 1686 dated 7-3-33 and 8333 respectively to the Govt. Advocate direct for reference

MT:T.S.D
please send
phone reply
MR 10/3

S. R. Iyer
Railway Secretary's Office

4938 P 32-17

Telephone message issued on 10th March 1933 from the Secretary for Railways to the General Secretary to Government, Bangalore with copy to the Government Advocate, Bangalore.

******

GENERAL SECRETARY
13 MAR 1933
No. Law

Please refer G.O.No.P.4884-86/Law.118-32-4 dated 9th March 1933 sanctioning the engagement of the services of Government Advocate in connection with the B.C.L.Railway accident case on the file of the District Court Bangalore and request transfer of papers sent with my D.O.Nos.1668 and 1686 dated 73-1933 and 8-3-1933 respectively to Government Advocate direct for reference.

No. Rs. 1695 P 10/3/33

Copy of the above is forwarded with compliments to the General Secretary to Government, Bangalore, for information.

Ag.Secretary for Railways,
Government of Mysore.

4937/32

In reply please refer to
No. 755

Tel. Address :—
"JURIST," Bangalore.

OFFICE OF THE GOVERNMENT ADVOCATE
IN MYSORE,

Bangalore....10th....March.....1933.

Law 118-32-6

FROM

A. R. Nagesvara Iyer, Esq., B.A., B.L.,
GOVERNMENT ADVOCATE IN MYSORE,
BANGALORE.

GENERAL SECRETARY
13 MAR 1933
Law

TO

The General Secretary to the Govt.
of H. H. The Maharaja of Mysore,
BANGALORE.

SIR,

I have the honor to acknowledge receipt of - Government Order No. P.4884-86/Law. 118-32-4 dated the 9th March 1933 authorising me to appear on behalf of the Defendant in Original Suit No. 36 of 1932-33 on the file of the District Judge, Bangalore Division, - (Narayanamma VS. The Bangalore Chikballapur Light Ry., Co., Ltd.,) and to state that I shall appear in the case as desired and do the needful in the matter. The result

19

result ~~of the~~ will be intimated to you in due course as soon as the case is disposed of.

I have the honor to be,
Sir,
Your most obedient servant,

Government Advocate.

CSN.

4.3.34 93 20

Memo No: 750

Dated, Bangalore 15th Mar. '33.

Copy of the foregoing is forwarded with compliments, to the General Secretary to the Government of Mysore, for information.

M. Venkatarama Iyengar

Government Advocate.

D.O.No. 124

Government Advocate's Chambers,
Public Offices.

Bangalore, 15th March 1933.

Dear Sir,

Re: O.S.No.36/32-33 on the file of the Dist. Judge, Bangalore Dvn. (Narayanamma VS. The Bangalore Chikballapur Light Ry. Co.,Ltd.,)

The above case is posted for filing the Defendant's Written Statement to the 28th instant.

Please instruct the gentleman who knows the facts of the case to explain them to me any day this week.

I should like to peruse the Memorandum & Articles of Association of the Bangalore Chikballapur Light Railway Co., as also the Agreement if any between the Company and Govt. regarding the working of that Railway.

Yours sincerely,

(SD) A.R.NAGESVARA IYER.

A.C.Rendell, Esq., VDM.,Etc.,
Agent, Mysore Railways,
MYSORE.

P.T.O.,

5992 22
P 832

In reply please refer to
No. 871
Juc. 2w 0

OFFICE OF THE GOVERNMENT ADVOCATE
IN MYSORE,

Bangalore, 16th May *1933.*

Law 118-32-7

FROM

A. R. NAGESVARA IYER, ESQ., B.A., B.L.,
GOVERNMENT ADVOCATE IN MYSORE,
BANGALORE.

To

The General Secretary to the Govt.
of H. H. The Maharaja of Mysore,
BANGALORE.

GENERAL SECRETARY 16 MAY No Law

SIR,

In continuation of this office letter No.799 dated the 29th March 1933, I have the honor to forward herewith for the approval of Government the draft of the Written Statement to be filed in O. S No.36 of 1932-33 on the file of the District Judge, Bangalore Dn., (Narayanamma VS. The Bangalore Chikballapur Light Railway Co.,Ltd.,) which stands posted to the 22nd instant. It will have to be signed in two places marked in pencil on behalf of the Company. I have also enclosed a Vakalath to be executed on behalf of the Company as the suit is against the Company.

I have the honor to be,
Sir,
Your most obedient servant,

A. R. Nagesvara Iyer

Government Advocate.

Appendix F G—1]

SUBJECT .....

.....

.....

Section Law

File No. 118-32

Serial No. 8

Diary No. of letter replied to .....

No. P 6049/Ecu 2

To

The Govt. Advocate

O.S. 36/32-33 on the file of the District Court Kalmunai.

(Navaratnamma vs B.C.L.R.Co.)

General and Revenue Secretariat

( )

the . *193* .

Date of issue 19/5/33

Signed by G. V. N. A. Nair

Sir,

With reference to your letter no. 871 dated 16th May '33, I am directed to return herewith ~~duly approved~~ the written statement to be filed in the above case, and to request ~~the same be~~ ~~the case be~~ ~~written~~ ~~accordingly~~ You to consider the question ~~together with the Vakalat may~~ as to the desirability ~~or otherwise~~ ~~kindly be sent to the~~ of incorporating another para ~~for Signature of the officer~~ in the Statement regarding the ~~authorised to Sign on behalf of the~~ ~~maintainability of the suit be framed~~ ~~Company~~ against the Company, maintainability of the suit against the ~~in this Connection~~ Company and the necessity or otherwise

List of enclosures.....

Copied by 19/5/33

~~necessity of inserting~~ ~~Govt. in the Case~~

Examined by.....

WD 0253—GPB—15,000—26-8-32

24

I am to suggest that the question re: the frame of the suit against the B.C.L. Ry. Co. may be considered in view of the fact that Govt are managing the railway, and to request you to incorporate another para. in the written Statement if it is desirable to do so.

The Vakalat ~~was~~ received is also returned herewith.

I have etc

for Legal Secy

ISD
19/5

~~If however the Secretary of State is made a party to the Company alone~~ of impleading Govt as a defendant in the case.

The written statement, further revised if necessary, may be sent together with the Vakalat to the Chairman of the B.C.L. Ry Co: for obtaining the signature of the officer authorised to sign such documents on behalf of the Company.

I have etc

Legal Secy

MP
19/5

25

No.P.6049
Law 118-32-8

19th May 1933.

The

The Government Advocate,

Bangalore.

O.S.36/32-33 on the file of the District Court, Bangalore.
(Narayanamma Vs. ~~Government Advocate~~ B.C.L. Rly. Co.).

With reference to your letter No.871 dated 16th May 1933, I am directed to return herewith the written statement to be filed in the above case and to request you to consider the question as to the desirability of incorporating another para in the statement regarding the maintainability of the suit against the Company and the necessity or otherwise of impleading Government as a defendant in the case.

The written statement, further revised, if necessary, may be sent together with the Vakalat to the Chairman of the Bangalore-Chickballapur Light Railway Company, for obtaining the signature of the officer authorised to sign such documents on behalf of the Company.

I have the honour to be,
Sir,
Your most obedient servant,

for General Secretary to Government.

TSD

Aga/2

668 832 26

In reply please refer to
No. 967

OFFICE OF THE GOVERNMENT ADVOCATE
IN MYSORE,

Bangalore, 21st June 193 3.

FROM

A. R. NAGESVARA IYER, ESQ., B.A., B.L.,
GOVERNMENT ADVOCATE IN MYSORE,
BANGALORE.

To

The General Secretary to the Govt.
of H. H. The Maharaja of Mysore,
BANGALORE.

GENERAL SECRETARY
23 JUNE 1933
No. 1220.

OFFICE OF THE AGENT
JUN 22 1933
MYSORE RAILWAY

SIR,

I have the honor to state that in Original Suit No.36 of 1932-33 on the file of the District Judge, Bangalore Division, - (Narayanamma VS. The Bangalore Chikballapur Light Railway Co.,Ltd.,) the Written Statement on behalf of the Defendant, was filed in court yesterday (i.e., 20-6-1933) and the case now stands adjourned to the 26th instant for Plaintiff's reply.

I have the honor to be,
Sir,
Your most obedient servant,

Government Advocate.

CSN/1.

misent to this office. Forwarded to the General Secretary to the Government of Mysore, Bangalore with compliments.

for Agent
Mysore Railways.

22-6-33.

Submitted for perusal
TSD 26/6

Sec 27/6

1267 27 P 833

In reply please refer to
No. 151

OFFICE OF THE GOVERNMENT ADVOCATE
IN MYSORE,

Bangalore,....5th September.....*193* 3.

FROM

A. R. NAGESVARA IYER, ESQ., B.A., B.L.,
GOVERNMENT ADVOCATE IN MYSORE,
BANGALORE.

To

The Agent,
Mysore Railways, MYSORE.

GENERAL SECTT. 5 SEP. 1933 No. 800

I have the honor to state that Original Suit No.36/1932-33 on the file of the District Judge, Bangalore Division, (Narayanamma VS. The Bangalore Chickballapur Light Railway Co., Ltd.,) stands posted for evidence to the 19th October 1933 and processes have been ordered to be returned to court by the 21st instant. In the meanwhile, all the relevant documents on which we rely for our case, have also been ordered to be filed in court. I therefore request that some officer of your department who is well conversant with the details of the case may be requested to see me with the necessary papers in my Chambers, here, some time next week.

I have the honor to be,
Sir,
Your most obedient servant,

SD/- A. R. NAGESVARA IYER.
Government Advocate.

CSN/1.

Memo No. 152

Dated, Bangalore 5th September 1933.

Copy of the above is forwarded with compliments to the General Secretary to Government, for information.

Government Advocate.

Subject for perusal

GOVERNMENT OF HIS HIGHNESS THE MAHARAJA OF MYSORE

General and Revenue Secretariat

No. P 2337 — 2187

Dated, Bangalore, 20th November 1933.

From The General Secretary to the Government of His Highness the Maharaja of Mysore.

To

The Government Advocate in Mysore,

Bangalore.

Sir, O.S.36/32-33 on the file of the District Judge, Bangalore (Narayanamma VS: Bangalore-Chickballapur Light Ry.Co.,Ltd.,)

With reference to your letter No.300 dated 3rd November 1933 intimating that the above case is posted to 1st December 1933 for evidence, I am directed to request that copies of the written statement and the reply filed and the issues framed in the case may kindly be sent early for reference.

I have the honour to be,
Sir,
Your most obedient servant,

For General Secretary to Government.

MK.2

Appendix F G—1]

SUBJECT .....

.....

.....

Diary No. of letter replied to .....

General and Revenue Secretariat

( )

the *193* .

Date of issue 21/11/33

Signed by M C Fitzgerald

List of enclosures .....

Copied by .....

Examined by .....

Section

File No.

Serial No.

No. P 2337/

To

The Govt. Advocate,

O.S. 36/32-33 on the file of the Dt. Judge. Batticaloa (Ramayan Ammma vs B.C.L.R. C/2376)

Sir,

With reference to your letter no. 300 dated 3.11.33 intimating that the above case posted to 1.12.33 for evidence, I am directed to request that *Copies of the written statement + the Reply filed and the issues framed in the case may kindly be sent early for reference.

I have etc

17/11/33 for Govt Agent

ISD 16/11

2998 30

In reply please refer to
No. 368

Enc

OFFICE OF THE GOVERNMENT ADVOCATE
IN MYSORE,

Bangalore, 30th November 1933 193

2998-P.

FROM

A. R. NAGESVARA IYER, ESQ., B.A., B.L.,
GOVERNMENT ADVOCATE IN MYSORE,
BANGALORE.

To

Law 118-32-9

The General Secretary to the Govt.
of H. H. the Maharaja of Mysore,
Bangalore.

GENERAL SECRETARY
1 - DEC. 1933
No. Law

Sir,

With reference to your letter No. P. 2337, dated the 20/21st instant, I have the honor to forward herewith, as desired, a copy each of the written statement and the reply filed and of the Issues framed in Original Suit No. 36 of 1932-33 on the file of the District Judge, Bangalore Division, (Narayanamma vs. The Bangalore Chikballapur Light Railway Co., Ltd.,)

I have the honor to be,
Sir,
Your most obedient servant,

A. R. Nagesvara Iyer.
Government Advocate.

Copy
2/12/33
H.

IN THE COURT OF THE DISTRICT JUDGE, BANGALORE Dn.,

Original Suit No. 36 of 1932-33.

Plaintiff:- Narayanamma.

VS.

Defendant:- The Bangalore Chick-ballapur Light Railway Co., Limited.,

Defendant's Written Statement under Order VIII, Rule I, of the Code of Civil Procedure.

1. Para 1 of the Plaint does not call for any reply.

2. The allegations in para 2 of the plaint are not correct. The Defendant Company is not - running the Railway between Bangalore and Bowringpet. The Government of Mysore are running the said Railway in pursuance of an agreement between them and the Defendant Co., and the latter is not therefore - responsible for the suit claim and the suit against the Defendant Co., is not maintainable.

3. The Defendant admits that the train running between Bangalore and Bowringpet met with an accident on 13-8-1932 and that the late unfortunate Agvathanarayan met with his death as a result of that - accident.

82

4. The Defendant denies the allegations in para 4 of the plaint. It is false that the - accident was caused by the carelessness or negligence or improper conduct of the Defendant or the Govt. of Mysore or that they failed to observe and adopt the necessary precautions for the safe running of the train &c., It is also false that they failed to take the necessary care and caution in regard to the conditions of the vehicles &c., or that they allowed unroadworthy vehicles to run in in the train. What the other acts of commission and omission are are not specified and the Defendant denies that there were any such acts.

5. The accident was due to no fault on the part of the Defendant Co., or the Government or those responsible for the running of the train. They had done their duty properly and efficiently and had taken all due and reasonable care for the safety of the passengers and there was no negligence or want of deligence on their part. The unfortunate accident is believed to be due to the failure of the running gear of the leading wheels of one of the waggons which could not have been foreseen and prevented and the Defendant cannot therefore be held responsible for it.

6. The Defendant does not admit that the deceased was the only earning member of the - Plaintiff's family.

7.

(3)

7. For reasons stated above the Defendant is not liable to pay any compensation to the Plaintiff. The compensation claimed is also excessive and no details are given for the amount claimed.

8. The Defendant puts Plaintiff to strict proof of the allegations in paras 6 and 8 of the Plaint.

9. The allegations in the Plaint not expressly admitted in this statement are not true.

10. The Plaintiff is not entitled to any - relief from the Defendant.

11. The Defendant therefore prays that the suit may be dismissed with costs.

Bangalore.
May 1933.

Defendant.

Verification.

I, ...

do hereby declare that what is stated above is true to the best of my knowledge, information and belief.

Bangalore.
May 1933.

In the Court of the District Judge, Bangalore.

O. S. No. 36 of 32-33.

Plaintiff.	vs.	Defendant.
Narayanamma.		B. C. L. Railway Co.,

The Plaintiff abovenamed begs to file the following reply:-

1. The Plaintiff re-affirms the plaint allegations.

2. The Defendant Company is the owner and Proprietor of the Railway running between Bangalore and Bowringpet. The Government of Mysore are admittedly running the Railway in pursuance of an agreement as Agents of the defendant Company. The Defendant Company is responsible for the suit claim and the suit is maintainable against the defendant Company.

3. The accident is due to carelessness or negligence or improper conduct of the defendant company as stated in the Plaint. The defendant does not disclose how they conducted themselves in the matter of running the train and what care they had taken to avoid the accident.

4. The defendant is liable to pay the compensation claimed. The amount of compensation claimed is moderate and not excessive.

5. All other allegations in the written statement contrary

35

contrary to the Plaint and this reply are not true.

The Plaintiff therefore prays that the suit be decreed as prayed for in the Plaint.

Advocate for Plff.

Plaintiff.

I, the Plaintiff, do hereby solemnly declare that what is stated above is true to the best of my knowledge and make this affirmation at Bangalore City on this the

Plaintiff.

In the Court of the District Judge at Bangalore.

Original Suit No. 36 of 1932-33.

Plaintiff. ... ... Narayanamma.

Defendant. ... . The Bangalore-Chikballapur Light Ry. Co., Ltd.,

ISSUES.

1. Whether the accident in which Plaintiff's husband was killed was caused by negligence, carelessness of the defendants or their servants.

2. Whether the suit is not maintainable.

3. To what compensation or damage is Plaintiff entitled to.

Signed/- A. S. R. Chari,
District Judge,
18-8-33.

4317 B 3337

In reply please refer to
No. 491

OFFICE OF THE GOVERNMENT ADVOCATE
IN MYSORE,

Bangalore,....6th.....February.....1934.

FROM

Law 118-32 (P)

A. R. NAGESVARA IYER, ESQ., B.A., B.L.,
GOVERNMENT ADVOCATE IN MYSORE,
BANGALORE.

GENERAL BRANCH
7 FEB 1934
No. Pro

To:-
The General Secretary to the Govt.
of H. H. The Maharaja of Mysore,
BANGALORE.

SIR,

I have the honor to state that Original Suit No.36 of 1932-33 on the file of the District Judge, Bangalore Dn. (Narayanamma VS. The Bangalore Chickaballapur Light Ry., Co.,Ltd.,) stands posted to the 27th February 1934 for hearing.

I have the honor to be,
Sir,
Your most obedient servant,

A. R. Nageswara Iyer
Government Advocate.

CSN/1.

Sub: for perusal
TSD 8/2
Is it not proposed to argue the case on the question of the maintainability of the suit as against the Secretary of State before going into the case?
8/2

GOVERNMENT OF HIS HIGHNESS THE MAHARAJA OF MYSORE

General and Revenue Secretariat

No. P 3900
Law 118-32

Bangalore, Dated, 14th February 1934.

From

The *General Secretary to the Government of His Highness the Maharaja of Mysore.*

To

The Government Advocate
in Mysore, Bangalore.

Sir,

(Narayanamma Vs. The Bangalore Chickaballapur Light Ry., Co., Ltd.)

With reference to your letter No. 491 dated 6th February 1934 intimating that the above case stands posted to 27th February 1934 for hearing, I am directed to enquire whether it is not desirable to argue the question regarding the maintainability of the Suit as against the defendant Company, before letting in evidence on the merits of the case. This question depends mainly on the interpretation of the agreement and it seems easy to establish therefrom that the Company is not the sole owner of the Railway and that Government is not working the Railway merely as agents of the Company but rather as independent contractors having certain proprietory interests in the Railway.

I have the honour to be,

Sir,

Your most obedient servant,

MY

For General Secretary to Government.

TSD

TSS.

agreement and it seems easy
to establish therefrom that ~~Govt~~
the ~~relationship between~~ the Company
is not the sole owner of the Railway
& that Govt is not working the Railway
merely as agents of the Company
but rather as independent contractors
having ~~proprietary interest in the~~
~~Railway~~ certain proprietary interests
in the Railway -

Shaweak

Ingersoll.

1972

Appendix F G—1]

SUBJECT .....

.....

.....

Section Law.

File No. 118-32

Serial No. 11

Diary No. of letter replied to .....

No. P. 3900/—

To

The Govt. Advocate

General and Revenue Secretariat

( )

the *193* .

no. 36/32-33 on the file of the District Judge, Mtale

(Nanayamma vs B.C.I. Rly. Co.)

Date of issue 14/2/34

Sir,

Signed by Jm. R.N. Jhaa

With reference to your letter no. 491 of 6-2-34 intimating that the above case stands posted to 27.2.34 for hearing, I am directed ~~to request you to move the Court to~~ to request that the question of the question regarding the maintainability of the suit as against the defendant Company, before ~~recording~~ letting in evidence on the merits of the case. ~~The dispute~~ This question depends ~~entirely~~ mainly on the interpretation of the ~~provisions~~ section and should be decided and ~~disposed of~~ disposed of first.

Enquire whether it is not desirable to argue

List of enclosures .....

Copied by .....

Examined by .....

I have the

for favour

6918 P 733 41

In reply please refer to
No. 803

OFFICE OF THE GOVERNMENT ADVOCATE
IN MYSORE,

Bangalore, 28th June 1934. *193*

297

FROM

A. R. NAGESVARA IYER, ESQ., B.A., B.L.,
GOVERNMENT ADVOCATE IN MYSORE,
BANGALORE.

To

The General Secretary to the Govt.
of H. H. the Maharaja of Mysore,
Bangalore.

SIR,

Re: Original Suit No. 36 of 1932-33 on the file of the District Judge, Bangalore Dn. (Narayanamma vs. B.C.L. Ry., Co.,Ltd).

With reference to your letter No. P. 3900/Law. 118-32, dated the 14th February 1934, I have the honor to state that in the above case, I do not think it advisable to have the case posted for arguments on the question of the maintainability of the suit against the Company as some evidence has to be adduced with regard to this point also.

I have the honor to be,

Sir,

Your most obedient servant,

Government Advocate.

42

In reply please refer to
No. 181

OFFICE OF THE GOVERNMENT ADVOCATE
IN MYSORE,

Bangalore, 30th August 1934.

FROM

A. R. NAGESVARA IYER, ESQ., B.A., B.L.,
GOVERNMENT ADVOCATE IN MYSORE,
BANGALORE.

To

The Agent,
Mysore Railways, MYSORE.

SIR,

Re: O. S. No. 36 of 1932-33 on the file of the District Judge, Bangalore Division.
(Narayanamma VS. The B.C.L.Ry., Co.,Ltd.,)

With reference to the above, I have the honor to forward herewith for your information and necessary action copy of a letter dated the 18th August 1934 received from Mr. N. Balakrishnaiya, Adv- Advocate for Plaintiff, giving a list of the documents to be produced in Court on the next date of hearing Viz., 21-9-1934.

I have the honor to be,
Sir,
Your most obedient servant,

(SD) A. R. NAGESVARA IYER.
Government Advocate.

GENERAL DEPTT.

CSN/1.

Memo No. 182

Dated, Bangalore 30th August 1934.

Copy of the above (together with a copy of the enclosure thereto) is forwarded with compliments to the General Secretary to the Government of Mysore, for information.

Government Advocate.

Submitted for perusal

CSN.

Letter No. Nil, dated 18th August 1934 from N. Balakrishnaiya, Esq., B.A., LL.B., Advocate, Bangalore City, to A.R.Nageswara Iyer, Esq., B.A.,B.L., Advocate, Bangalore City.

"Ref:- O.S.No. 36 of 32-33 District Court, Bangalore (Narayanamma VS. B.C.L.Railway).

"I request you to kindly cause to produce the following documents in the possession of your client (defendant) into Court by the next date of hearing i.e., 21-9-34 as per orders of the Court :-

"The list of documents upon which the defendant relies for his bonafide conduct together with documents relating to the history of the 6 four wheeled covered goods especially C.G. 72(Vi), C.G.(56) (V), records showing the periodical care and inspection of the said covered waggons as also repairs done to the said vehicles from time to time, records relating to the investigation and enquiry of the Railway Company as also by the Police together with the statement of several persons taken down as also the report of the Senior Inspector of Railways of - Government of India."

*****

"C o p y"

N. Krishnaiya Esq.
Government Advocate.

CSN/30.8.34

URM. A 248-1000-8-4-35

MYSORE RAILWAYS

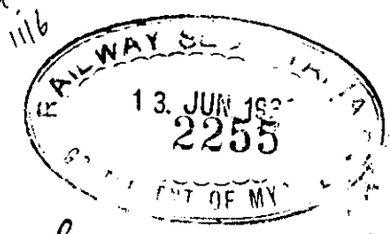
All communications should be addressed to the Agent, Mysore Railways, Mysore by TITLE, not by NAME

AGENT'S OFFICE,

Mysore, 11th June 193 5.

No. 2332 /T. Fl. 44/6.

Encls. One with one enclosure.



From

H. D. SINCLAIR, Esq.,

Agent, Mysore Railways,

MYSORE.

To

The Secretary

to the Government of Mysore for Railways,

Bangalore.

Sir,

Claims in connection with the accident to No.32 Down of 13-5-1932 at mile 78/9 near Devanhalli on the Kolar District and Bangalore Chickballapur Light Railways.

I have the honour to forward herewith a copy of letter No.T.A.101/32 dated 1-6-1935 received from the Traffic Manager Mysore Railways, proposing, for the reasons explained therein, payment of compensation to the heirs of Messrs. Aswathanarayana and Poojappa who were killed in the above accident, as noted below. I agree with the proposals and request sanction of Government to the payment of the amounts. The cost will be debited to Abstract G and all expenditure on this account will have to be provided by additional grant for Revenue Working Expenses, as it is not possible to meet this out of sanctioned allotment during the current year or next year.

1. Rs.2,000/- with costs not exceeding Rs.1,000/- to the legal guardian of the minor sons of the late Mr.Aswathanarayana.
2. Rs.1,000/- to Venkatamma, widow of Poojappa.

I have the honour to be,
Sir,
Your most obedient servant,

16/6/35

A.S.

Agent.

46.

WRM A 248-1000-8-4.35

All communications should be addressed to the Agent, Mysore Railways, Mysore by TITLE, not by NAME

MYSORE RAILWAYS

45

AGENT'S OFFICE,

Mysore, 11th June *193* 5.

No. Fl.

Encls.

Letter No.T.A.101/32 dated 1st June 1935 from the Traffic Manager, Mysore Railways, Mysore, to the Agent, Mysore Railways, Mysore.

Accident to No.32 Down of 13th May 1932 at mile 78/9 near Devanhalli on Narrow Gauge.

I beg to state that Messrs. Aswathanarayana and Poojappa who were travelling by No.32 Down of 13th May 1932 were killed in the above accident. Narayanamma, the wife of Mr.Aswathanarayana, filed a suit in the District Judge's Court, Bangalore, claiming a compensation of Rs.10,500/- (Case No.O.S.36 of 32-33 Narayanamma Vs the Bangalore Chickballapur Light Railway Co.Ltd.) and it stands adjourned to 17th June 1935 for hearing vide your endorsement No.8295 of 29/30th March 1935. Venkatamma, the wife of Mr.Poojappa, has also filed a pauper suit in the same court claiming a sum of Rs.10,500/- as compensation on account of death of her husband (Mis.No.151 of 1932-33 Venkatamma Vs the Bangalore Chickballapur Light Ry.Co.Ld.) and the case stands adjourned to 12th July 1935 for hearing vide your endorsement No.8296 of 29/30th March 1935.

Mr.N.Balakrishniah, the Advocate on behalf of the plaintiff Narayanamma agrees to accept Rs.2,000/- as compensation together with the out of pocket expenses incurred by the party in conducting this case and a copy of the letter is enclosed for reference. Mr.Aswathanarayana, at the time of his death, was working as Librarian in the High Court, Bangalore, on a salary of Rs.51/- in the grade of Rs.80/- and he was in the prime of life being only 30 years old. From the letter of Mr.Balakrishniah, it will be seen that Narayanamma the plaintiff is also dead leaving two children as helpless orphans.

We are contesting the case on the ground that the accident was due to some latent defect which, with the best of care, the Railway was unable to detect. It is also under contemplation to prefer a technical objection that it was not the president of the B.C.L. Railway that should have been sued but the Railways themselves.

If this contention is held, the suit is vitiated and the claim against the Railway will become time-barred.

Apart from the merits of these grounds of defence, there is no doubt that the case under reference is a tragic one and in view of the policy of Government that in such cases the Railway -- should not take advantage of technical or legal grounds, but should pay some reasonable compensation, it seems to me that it is a fit case in which some consideration may be shown to the party. The Government Advocate and the District Traffic Superintendent, Bangalore, who is watching the case on behalf of the Railway, agree that Rs.2,000/- plus cost not exceeding Rs.1,000/- may be paid to the legal guardians of the minors through the court on the party withdrawing the case unconditionally. I agree with them and request you to kindly obtain the sanction of the Government to the payment of Rs.2,000/- with costs not exceeding Rs.1,000/- in this case subject to the condition noted above.

As regards the suit for Rs.10,500/- brought by Venkatamma, the widow of Mr.Poojappa, I beg to refer you to letter No.P.885/Law. 167-32-6 of 15/16th August 1934 from the General Secretary to the Government of Mysore, Bangalore, to the address of the Government Advocate (your endorsement No.1685 of 21st August 1934). The Government have ordered that the question of giving compensation to the widow ~~xxxxxxxxxxxxx~~ will be considered only if the suit filed is withdrawn unconditionally and I understand that the Lawyer on behalf of the party is asking the Government Advocate to let him know what the compensation is likely to be. The Government Advocate considers that a compensation of Rs.1,000/- which should include all the expenses incurred by the party will be a fair amount and I agree with him.

I request you to kindly obtain the sanction of Government to settle these cases on the terms proposed by the Government Advocate.

/copy/

A.S.

11-6-35.

948-1000-8-4-35

All communications should be addressed to the Agent, Mysore Railways, Mysore by TITLE, not by NAME

MYSORE RAILWAYS

47

AGENT'S OFFICE,

Mysore, 11th June *193* 5.

No._____Fl._____

Encls._____

Letter dated 8th April 1935 from Mr.Balakrishniah, B.A LL.B., Advocate, Bangalore city, to A.R.Nageswara Iyer, Esq. B.A., B.L., Advocate, Bangalore city.

Ref. O.S.No.36 of 32-33 District Court, Bangalore (Narayanamma VS B.C.L.Railway Co.)

WITHOUT PREJUDICE.

You are aware that the above suit is filed for the award of compensation of Rs10,500/- for the loss of life of one V.Aswathanarayan in the prime of his life on 13-6-1932 in a train smash on the Bangalore Chikkballapur Line.

I need not repeat the tragic circumstances under which the said Aswathanarayan met with his untimely death which have been, if any, heightened by subsequent happenings. His aged father (who I might incidentally mention was a retired Librarian of the Mysore High Court) and the young widow(the plaintiff in the suit) both died not long after evidently unable to stand the bereavement. There remain two children of the late Aswathanarayan aged 5 and 3 helpless orphans with no one in the world to protect them or comfort them. Being confident that the situation will not be exploited, I might frankly tell you that there are none who will activel interest themselves in prosecuting the claim on their behal

The late Aswathanarayan was drawing a salary of Rs51/- per month in the grade Rs80/- at the time of his death and had good prospects in life. Considering the capitalised -- value of the income, his status in life and other circumstances, the compensation claimed in the suit is not at all excessive. But in view of the pitiable circumstances that have supervened I am sending this proposal to you with a request that you will kindly advise your clients to accept it.

p.t.o

48

My opinion in the circumstances is that the forlorn -- children (the present legal representatives of the plaintiff in the suit) may be given at least Rs.2,000/- and the out of -- pocket expenses. In arriving at this figure, I have for the moment forgotten that I am their advocate and have tried to -- view the facts impartially and have further given due allowance to the fact that the move for settlement emanates from this side. In fact the sum proposed is less than a fifth of the -- claim. The defendent is a Corporation and the sum proposed is in no sense heavy but very moderate.

In view of the circumstances, the case needs special consideration and I hope you will advise your clients to have compassion for the helpless children and grant that request which will help them to some extent.

If your clients should agree this very reasonable proposal, I will advise my clients to accept the terms in full settlement of their claim.

Thanking you.

---

copy.

M.R.

11-6-35.

49

GOVERNMENT OF HIS HIGHNESS THE MAHARAJA OF MYSORE

General and Revenue Secretariat

No. P 694

Dated, Bangalore, 9th July 1935. 193x

From

The *General Secretary to the Government of His Highness the Maharaja of Mysore.*

To

The Government Advocate,
Bangalore.

Sir,

I am directed to state that Government agree to settle out of Court the marginally noted two suits arising out of the

1. O.S.36/32-33 (Narayanamma Vs B.C.L.Ry.Coy)	On the file of the District Judge Bangalore.	Dodjala accident on
2. Mis 151/32-33 (Venkatamma Vs B.C.L.Ry.Coy)		

the Bangalore Chikballapur Light Railway by payment of Rs.2,000/-, to Narayanamma and Rs. 1,000/- to Venkatamma if the said Narayanamma and Venkatamma are willing to accept the amounts in full settlement of all their claims and agree to withdraw the suits unconditionally. I am to request you to ascertain their willingness in the matter and report the same for final orders of Government being obtained.

I have the honor to be,

Sir,

Your most obedient servant,

pp

for General Secretary to Government.

TSD

C.R.-4

50

Appendix F G—1]

SUBJECT .....

.....

.....

Section Law
File No. 118-32
Serial No. 2

Diary No. of letter replied to .....

No. P-194

To

The Govt. Advocate

General and Revenue Secretariat

( )

the 193 .

Sir.

Date of issue .....

I am directed to
state that for ~~[illegible]~~ agree to
Settlement of ~~[illegible]~~ the ~~[illegible]~~
~~[illegible]~~ two suits arising out of the
Dodjala accident on the Baneabore
Chickballapur Light Railway ~~[illegible]~~
by payment of Rs 2000 to Narayanamma
~~[illegible]~~ and Rs 1000 to Venkatamma if the
said Narayanamma and Venkatamma
~~[illegible]~~ are willing to accept their
~~[illegible]~~ amounts in full
~~[illegible]~~ and to request you to
Settlement of all their claims and agree
~~[illegible]~~ for ~~[illegible]~~ the plaintiffs are
~~[illegible]~~ and
to withdraw the suits unconditionally.

Signed by .....

X:
1. O.S. 36/32-33
(Narayanamma vs B.C.L.Ry.Co.)
2. M.S. 151/3233
(Venkatamma vs B.C.L.Ry.Co.)
} on the file of the Dist. Judge alone.

I have the

List of enclosures .....

Copied by ... .

Examined by.....

I am to request you to ~~[illegible]~~
ascertain their willingness
in the matter & report the
same for final orders of
Govt being obtained
P 195 96 Copies to the Agent, Mys. By forwg
See Govt. Mys. By.

WD 21956—GPB—22,500—12-6-34

4317

412 P 935 51

In reply please refer to
No. 40
Enc. 2

OFFICE OF THE GOVERNMENT ADVOCATE
IN MYSORE,

Bangalore, 16th July 1935.

Law 118-32-13

GENERAL OFFICE From
16 JULY 1935

The Government Advocate
in Mysore, BANGALORE.

To

The General Secretary to the Govt.
of H. H. The Maharaja of Mysore,
BANGALORE.

X.Y
17.7.35

Sir,

With reference to your letter No. P.194/Law.118-32-12 dated the 9th/10th July 1935, I have the honor to forward herewith, for the information of Government, copies of the letters dated the 14th and 15th instant, received from Messrs. N. Balakrishniah and C. Lakshmana Gowda, respectively, Advocates, intimating their clients' willingness to accept the amounts of

(1) Original Suit No. 36 of 1932-33. (Narayanamma VS. The B.C.L.Ry., Company Ltd.,) (2) Mis. No. 151 of 1932-33 (Venkatamma VS. The B.C.L.Ry., Co., Ltd.,)	Rs.2,000/- and Rs.1,000/- respectively, in full settlement of all their claims in the marginally noted two

suits, filed by them before the District Judge, Bangalore Dn., and to withdraw the said cases.

2. The Original Suit stands adjourned to the 22nd instant, and the Mis. Case to the 2nd September 1935.

I have the honor to be,
Sir,
Your most obedient servant,

M Narayana Rao

Government Advocate.

CSN.

Copy of the letter dated 14th July 1935 from N.Balakrishnaiya, Esq., B.A.,LL.B., Advocate, Bangalore City, to A.R.Nagesvara Iyer, Esq., B.A.,B.L., Government Advocate, Bangalore.

******

" Ref: O. S. No. 36 of 32-33 Additional District Judge, Bangalore (Narayanamma VS. B.C.L.Ry.,)

"In connection with the proposed compromise of the suit under reference, my clients are agreeable to accept Rs.2,000/- in full settlement of all their claims and - agree to withdraw the suit unconditionally.

"I therefore request you to kindly arrange to expedite the settlement."

*****

A.R.Nagesvara Iyer
Government Advocate.

CSN/16.7.35

Copy of the letter dated 15-7-1935 from C.L.Gouda, Esq., B.A.,B.L., Advocate, Bangalore City, to A.R.Nagesvara Iyer,Esq., B.A.,B.L., Government Advocate, Bangaloro.

******

"Mis. 151 of 32-33 of the District Court, Bangalore.

Petrs.		Oppt.
Venkatamma &c.	Vs.	B.C.L.Ry.,Co.,Ltd.,

(Without prejudice)

"In reply to your oral query, I beg to confirm the offer of my clients in the above case, to report to the - Court full settlement of the claim and to have the Petition dismissed on payment by the Oppts. to my clients of Rs.1000/-.

"I may add that I have obtained a special power as well from my clients authorising me to compound the case and also to receive payment on their behalf which I shall produce in due ~~xxxxx~~ time."

****

A.R.Nagesvara Iyer
Government Advocate.

CSN/16.7.35

54

D. O. No. P 469

GENERAL AND REVENUE SECRETARIAT,

Bangalore, Dated, 19th July 1935

My dear Mr.Nageswara Iyer,

Regarding the Civil Suit of Narayanamma against the Bangalore-Chikballapur Light Railway Co., posted for hearing to the 22nd instant in the District Court, Bangalore, I am to inform you that the file is submitted just now to the Dewan and orders re: the compromise will be issued on Monday the 22nd. If necessary, you may kindly take an adjournment that day.

Yours sincerely,

19.7.35

A.R.Nageswara Iyer Esq., B.A., B.L.,
Government Advocate, Bangalore.

D. No. P469

Public Officers.
19.7.35.

My dear Mr Nageswara Iyer,

Re: the civil suit of
aft the B.C.L. Ry Co:
Narayanamma posted for hearing
to the 22nd inst in the Dist Ct Bangalore,
I am to inform you that the file
is submitted just now to the Dewan for orders
and orders re: the compromise will be
issued on Monday the 22nd. If necessary,
you may kindly take an adjournment
that day.

Yours sincerely
[illegible]
19.7.35.

Done now
[illegible]
19/7

G. R. S. App. F VI—G 2]

46

SUBJECT ..... G 15

.....

.....

Diary. No of letter replied to .....

Section Law

File No. 118-32

Serial No. 14

General and Revenue Secretariat

( )

the 193 .

Proceedings of the Government of His Highness the Maharaja of Mysore.

Date of issue 22/7/ 193 5.

Signed by Jhr N. R. / R

05.36/32-33 on the file of the Dist. Judge. Blre

(Narayanamma vs B.C.I.Rly. Co.)

Read— S.O. no. 4884-86 Law 118-32 dt 9.3.34 according sanction to the services of the S.A. being engaged on behalf of the B.C.I.Rly to defend the marginally noted suit arising out of the Rly. accident at Doddajala on Blre-Chickballapur ~~Order thereon.—No.~~ Light Rly

2. Letter no. P. 6685-dt 22.6.33 to the Govt. P. instructing to appear and Conduct the defence on behalf of the B.C.I. Rly. Co. in Mis 151/32-33 on the file of the Dist. Judge Blre

(Venkatamma & others vs B.C.I. Rly Co.)

May this be—

(i) printed ?

(ii) treated as a standing order ?

(iii) published in the Gazette, English Part ?

(iv) translated ?

(v) placed at the disposal of the press ?

(vi) published in the Gazette, Kannada Part ?

47

3. Correspondence ending with the letter no. 40 d. 11-7-35 from the Govt. Advocate (forwarding 1) Copy of the letter dated 14th July 1935 from Mr. V. Balakrishnaiya, Advocate intimating the willingness of management the plaintiff in O.S. 36/32-33 on the file of the Dt. Judge. Bellary, to accept payment of Rs 2000/- in full settlement on behalf of herself and her minor sons of all her claims in the said Case and to withdraw the same unconditionally, 2) Copy of the letter dated 15th July 1935 from Mr. C. L. Gowda Adv Cate intimating the willingness of Venkatamma & others, the petitioners in M.S. 157/32-33 on the file of the Dt. Ct. Bellary, to accept Rs 1000/- in full settlement of all their claims in the said Case and to withdraw the same unconditionally.

List of Enclosure

Copied by

order:- G.O.P. 498-501

Examined by

Govt are pleased to accept

G. R. S. App. F. G. 3.

GENERAL AND REVENUE SECRETARIAT.

(*Continuation sheet draft form.*)

the terms offered by the parties in the two cases above mentioned.

The Agent Mys. Rep is requested to arrange for the payment of the amounts agreed to.

The Gen. Ad. will take necessary further action to have the settlements duly reported to Court and the two cases withdrawn unconditionally.

Gen
19/7

pre
19/7 General See
ISD
18/7

To,

The S. Ad.

Agent Mys. Rep

See to Gen. Mys. Rep
with Rs. Gen 18/01 of 33-33.

Comptroller to Gen.

Secy
24/7/35

WD 0433—GPB—10,000—17-10-33

PROCEEDINGS OF THE GOVERNMENT OF HIS HIGHNESS
THE MAHARAJA OF MYSORE

Read:-

Government Order No.4084-86/Law.118-32-4 dated 9.3.1934 according sanction to the services of the Government Advocate being engaged on behalf of the Bangalore-Chikballapur Light Railway to defend the hereinafter noted suit arising out of the Railway Accident at Doddaballa on Bangalore-Chikballapur Light Railway.

O.S.36/32-33 on the file of the District Judge, Bangalore.
(Narayanamma -Vs- Bangalore-Chikballapur Light Railway Company.)

2. Letter No. .6405 dated 22.6.1933, to the Government Advocate, instructing to appear and conduct the defence on behalf of the Bangalore-Chikballapur Light Railway Company in Mis.151/32-33 on the file of the District Court, Bangalore.

(Venkatamma -Vs- Bangalore-Chikballapur Light Railway Company. & others)

3. Correspondence ending with the letter No.40 dated 16.7.1935, from the Government Advocate, forwarding :

(1) copy of the letter dated 14th July 1935, from Mr. Balakrishnaiya, Advocate, intimating the willingness of Narayanamma the plaintiff in O.S.36/32-33 on the file of the District Judge, Bangalore, to accept payment of Rs.2,000/- in full settlement of all her claims on behalf of himself and the main claimant in the said case and to withdraw the same unconditionally,

(2) copy of the letter dated 15th July 1935, from Mr.C.L. Gowda, Advocate, intimating the willingness of Venkatamma and others, the petitioners in Mis.151/32-33 on the file of the District Court, Bangalore, to accept Rs.1,000/- in full settle

50

settlement of all their claims in the said case and to withdraw the same unconditionally.

O R D E R NO. P 498-501 Law 118-32-14

Dated, Bangalore, the 22nd July 1935.

Government are pleased to accept the terms offered by the parties in the two cases above mentioned.

The Agent, Mysore Railways is requested to arrange for the payment of the amounts agreed to.

The Government Advocate will take necessary further action to have the settlement duly reported to Court and the two cases withdrawn unconditionally.

By Order,
Jr. General Secretary to Government.

The Government Advocate, Bangalore.
* Agent, Mysore Railways, Mysore.
* Secretary to Government, Mysore Railways, with Ry.File 10/21 of 32-33.
* Comptroller to Government.

K.M.R.S.
22.7.35.

1172 P 235 ST

In reply please refer to
No. 189

OFFICE OF THE GOVERNMENT ADVOCATE
IN MYSORE,

Bangalore, 21st August *1935.*

Law 118-32-16

From

The Government Advocate
in Mysore, BANGALORE.

To

The General Secretary to the Govt.
of H. H. The Maharaja of Mysore,
BANGALORE.

Sir,

Re: Mis. No. 151 of 1932-33 on the file of the District Judge, Bangalore Dn., (Venkatamma and others VS. The Bangalore Chikballapur Light Railway Co., Ltd.,).

Adverting to Government Order No. P.498-50/Law. 118-32-14 dated the 22nd July 1935 sanctioning the payment of a sum of Rs.1,000/- only to the Petitioners in the above case, in full settlement of all their claims in the said case, I have the honor to forward herewith, for the information and orders of Government, a copy of the letter dated 10-8-1935 received from Mr. C.L.Gowda, Advocate, (and its enclosure, in original) stating that the minor children's (Petitioners 2 and 3) -- maternal grand-father viz., one Karapalli Subbaiya - is willing to give an Indemnity Bond in respect of the shares of the said minors and requesting payment of the money on accepting such a Bond from him. I am of opinion, that the Indemnity Bond may be accepted as Mr. C.L.Gowda says that he has satisfied himself about the adequacy of the security, and if necessary the opinion of the local Revenue Officers may also be obtained, in this matter.

2. The draft of the Indemnity Bond sent herewith may be kindly returned to me with your reply.

I have the honor to be,
Sir,
Your most obedient servant,

M Raghavendra Iyer

Government Advocate.

CSN.

52

GOVERNMENT OF HIS HIGHNESS THE MAHARAJA OF MYSORE

General and Revenue Secretariat

No. P Up 84

Bangalore, Dated, 27th August 1935

28

From

The *General Secretary to the Government of His Highness the Maharaja of Mysore.*

To

The Government Advocate,
Bangalore.

Sir,

Mis. No.151/32-33 on the file of the
District Judge, Bangalore.
(Venkatamma & others-Vs. B.C.L.Ry. Co.,Ltd.)

With reference to your letter No.189 dated 21st August 1935 forwarding a copy of Mr.C.L. Gowda's letter dated 10th August 1935 in the matter of obtaining an indemnity bond in the above case, I am directed to enquire why the money due cannot be deposited in court. for payment to the petitioners.

I have the honour to be,
Sir,
Your most obedient servant,

for General Secretary to Govt.

150

Appendix F G—1]

SUBJECT .....

.....

.....

Diary No. of letter replied to ....

General and Revenue Secretariat

( )

the *193* .

Date of issue .. 28-8-35 .....

Signed by .... N N R J .....

List of enclosures .....

Copied by .....

Examined by.....

Section Law

File No. 115-32

Serial No. 17

No. P 1434

To

The Govt. Advocate

Ms. return on the file of the

re Dr. Judge v. B'lore

(Venkataramma and ors. vs

B.C.L. Rly Co. Ltd)

Sir,

With reference to your

letter no. 189 d 21-8-35 forwarding

a Copy of Mr. C.L. Judge's letter

d 10-8-35 in the matter of obtaining

an indemnity bond in the above case

I am directed to enquire why

the money ~~attached~~ due

~~as per order dated~~

cannot be deposited in Court for

54

payment to the petitioners. I
am not to suggest that this would
not investigation about the
advisability of the lunch offered.

I have etc

PRE
27/5

J. M. Jamieson
TSD 26/5

1172

1416. 935 55

In reply please refer to
No. 230

OFFICE OF THE GOVERNMENT ADVOCATE
IN MYSORE,

Bangalore,....31st.....August.....1935.

Law 118-32-18

From

The Government Advocate
in Mysore, BANGALORE.

To

The General Secretary to the Govt.
of H. H. The Maharaja of Mysore,
BANGALORE.

GENL. 31 AUG. 1935

Sir,

Re: Mis. No.151 of 1932-33 on the file of the District Judge, Bangalore Division.
(Venkatamma and others VS. The Bangalore Chikballapur Light Railway Co., Ltd.,)

With reference to your letter No. P.1434 dated the 27th/28th August 1935, on the above subject, enquiring why the money due to the Petitioners cannot be deposited in Court for payment to them, I have the honor to state that as the compromise was effected before the claim was registered as a suit, ~~xxx~~ there is yet no proper proceedings before the Court. It is only the Petition for permission to file the suit in forma pauperis that is pending. If it is registered as an original suit parties will be liable to pay court fee on the Plaintiffs claim. Money was deposited in Court in the connected case (Viz., O.S.No.36 of 1932-33 on the file of the District Judge, Bangalore) as it was a Regular Suit pending. There seems to be no provision to deposit money in Court in proceedings of the nature now in question. Under these circumstances payment has to be made out of Court, after taking proper security.

I have the honor to be,
Sir,
Your most obedient servant,

V. Krishnaswamy Iyer

Government Advocate.

CSN.

56

GOVERNMENT OF HIS HIGHNESS THE MAHARAJA OF MYSORE

General and Revenue Secretariat

No. P 1709/Rev 118-32-19 Encl 2 — Dated, Bangalore, 7th Septr. 193 5.

From

The *General Secretary to the Government of His Highness the Maharaja of Mysore.*

To

The Deputy Commissioner,

Kolar District, Kolar.

Sir,

I am directed to forward herewith copy of the Government - Advocate's letter No.189 dated 21st August 1935 together with its enclosures (to be kindly returned) relating to the compromise of the suit Mis.Case No.154/32-33 on the file of the District Judge, Bangalore (Venkatamma & others Vs. B.C.L. Railway Company) and to request you to ascertain and intimate for information of Government whether Karpalli Subbaiya of Chickballapur who is reported to be willing to give an indemnity bond on behalf of the minor petitioners may be accepted as proper security.

The matter may kindly be treated as urgent.

I have the honour to be,

Sir,

Your most obedient servant,

For General Secretary to Govemment.

TSD

TSS.

Appendix F G—1]

SUBJECT .....

.....

.....

Section Law

File No. 118-32

Serial No. 19

Diary No. of letter replied to .....

No. P1709 Encl 2

To The D.C. Kolar.

Sir,

General and Revenue Secretariat

( )

the *193* .

I am directed to forward herewith Copy of the G.A.D.4 letter no. 189 d 4.8.35 together with the Enclosures (to be returned) relating to the Compromise of the Suit Mis. Case no. 157/32-33 on the file of the Dr. Judge. Bangalore (Venkatamma Bowes vs B.C.L. Rly. Co.) and to request you to ascertain and intimate for information of Government the views of Kempulli Subbaraja of Chikballapur. who is reported to be willing to give an indemnity bond on behalf of the minors petitioners, may be accepted for proper security. The matter may kindly be treated as urgent.

Date of issue 9-9-35

Signed by M.R.D

List of enclosures .....

Copied by 9/9

Examined by .....

I have

6/9 for Secy

WD 0677—GPB—15,000—8-11-33

58

In all future correspondence please quote this
No. D.Dis.M4.C.1029/35-36.
Encls. One file.

OFFICE OF THE DEPUTY COMMISSIONER,
KOLAR DISTRICT.

Dated Kolar, the..19th..November...*193*5.

Law 118-32-4021 of 35

FROM

T. G. RAMA IYER, ESQ., B.A.,
Deputy Commissioner,
Kolar District.

To

M. VENKATESA IYENGAR, Esq., M.A.,
SECRETARY TO GOVERNMENT OF MYSORE,
General *Department,*
Bangalore.

GENERAL 20 NOV 1935

SIR,

With reference to your No.P.1709/Law.118-32-19 dated 9th September 1935, requesting to intimate, whether the indemnity bond to be executed by Karapalli Subbaiah of Chikballapur, may be accepted as proper security, I have the honour to forward herewith the entire file of records ending with Chikballapur Sub Division Officer's No.N.Dis.Sl.C.319/35-36 dated 13th November 1935, stating that he is solvent to the extent of Rs.1000/-.

2. In these circumstances, Karapalli Subbaiah may be accepted as proper security.

3. The two enclosures sent are also enclosed in the file.

I have the honour to be,

S i r,

Your most obedient servant,

Deputy Commissioner,
Kolar District.
19/11/35

MVK.

Facing Sheet.

Subject :— Solvency of Kanhaiji Sukhanji, Chittivalasa

Letter No.F.1709/Law 118-32-19 dated,Bangalore,7/9th September 1935, from the General Secretary to Government, to the Deputy Commissioner, Kolar District.

I am directed to forward herewith copy of the Government Advocate's letter No.189 dated 21st August 1935, together with its enclosures (to be kindly returned) relating to the compromise of the suit i.e.Case No.151/32-33 on the file of the District Judge, Bangalore (Venkatamma & others Vs - B.C.L.Railway Company) and to request you to ascertain and intimate for information of Government whether Karpalli Subbaiya of Chickballapur who is reported to be willing to give an indemnity bond on behalf of the minor petitioners may be accepted as proper security. The matter may kindly be treated as urgent.

M.4.C.1029/35-36.
Enc.file.

Office of the Deputy Commissioner,
Kolar District,
Dated, Kolar, 14th September 1935.

Memo.

Copy of the above is forwarded to the Sub Division Officer, Chickballapur Sub Division for immediate report. The file of records is enclosed for reference. The reply should be sent on or before the 15th instant.

For Deputy Commissioner,
Kolar District.

KGM.

OFFICE OF
THE ASSISTANT COMMISSIONER,
CHICKBALLAPUR SUB DIVISION.
REG NO. 2260
DATE. 18/9/35

Issued notice to Karpalli Subbiah to appear on 28/9/35.

Issued to the Amildar - Chickballapur
Taluk -
25/9/35
Party - Karpalli Subbiah present. As the S.D.O. is on tour - the Bailiff is asked to attend on Subbiah on 30.9.35

61

25/9/35

P. R 154

S.C 358/35. Refer.

Forwarded to the Guindy Chief Draftsman with a request to ascertain & report whether Kanpalli Subbaiah referred to in the enclosures may be accepted as security. The enclosures may be returned with his report which may kindly be submitted before the 15th October 1935.

Sub Collector

Chief Draftsman

Vide Ref (d) 35

12

Hc 58/35-6
Eng
16/10
Forwarded to the Revenue Inspector Karaikal North for immediate report.

(71)

Revenue

Vide below
Sub Registrar's office
Karaikal
Certificate 31/11/35

Hc. 53/35-36 Eng Submitted.

Hc 53/35-36

In pursuance of the statement of the Panchayat are submitted herewith for kind perusal. Kanpalli Subbaiya has been maintaining his daughter & grandsons & as such he may be accepted as surety. It is also learnt that he has got some loan taken from some private parties for which one of his buildings is mortgaged. The lands referred in the reference, are not in the enjoyment of this

30/10/35.

80.10.35

4814

Copy of letter dated 10-8-1935, from Mr. C. L. Gouda, B.A., B.L., Advocate, Bangalore City, to the Government Advocate, Bangalore.

Without Prejudice.

Dear Sir,

Re: Mis.151 of 32-33 of the District Court, Bangalore, out of Rs.1,000/- which your clients are agreeable to pay in full settlement, as there are - 3 petitioners of whom only 2 and 3 are minors (by - their next friend and mother 1st petr), and Indemnity Bond has to be given to your clients in respect of 2/3ds of Rs.1,000= Rs.700 in round sum. (Interest - being appropriable to the maintenance of the minors--who have no other means of maintenance - should not be taken into account). 1st Petr's father (grand-father of Petitioners 2 and 3) Karpalli Subbaiya is willing to give such a bond. He possesses the following properties:-

1. House No.18B, Chikballapur, fetching a rent of Rs.4/8 per month.	Worth	Rs.900.
2. House No.3, Chikballapur	.....	Rs.600.
Bagayat Lands in Ganganamudde, Chikballapur Taluk as below:-		
3. S. No.231, 6 g. ...	Worth.	Rs.100.
4. S. No.274, 6 g. ...)		
5. S. No.275, 6 g. ...)	"	Rs.200.
6. S. No.281, 18 g. ...)		
	Total:-	Rs.1800

The said Subbaiya has an only son Byanna, and his half-share in the above ancestral properties is thus worth Rs.900/-. In addition he has invested a capital of about Rs.1,000/- in his onion and potato trade and does business to the extent of about -- Rs.5,000/- per annum; of these facts I can assure you that I have satisfied myself. I need not add that, should the father die, the son will be equally bound by the Bond, and besides, the possibility of

the

63

the minors again claiming compensation from your clients after their attaining of age may safely be treated as - negligible.

I therefore, submit that your clients may be pleased to accept his Indemnity Bond as per annexed draft to the extent of Rs.700/- against any possible claims of the - minor 2nd and 3rd petitioners after they attain majority. If you wish to peruse the Title-Deeds relating to the - above mentioned properties, I shall be glad to send them over to you.

Trusting that the matter will receive your and your clients' kind and sympathetic consideration, as otherwise my clients will be helpless,

Yours very truly

Sd/- C.L.Gouda.

Copy.

V.Thayumanavar

Government Advocate.

64

Rev. Genl. 6A.]

ನೋಟೀಸು

ಕೆವಿನ್ಯೂ ಕೋರ್ಟು.

193 ನೆ ಇಸವಿ ನಂಬರ್

ವಾದಿ Venkatamma and others vs. ಪ್ರತಿವಾದಿ B.C.L. Railway Company.

Re: indemnity bond on behalf of the Minor petitioner. Compromise of Suit vide Rule No 151/32-33 on the file of the Addl. Judge Kanpalli Subbaiya. Bangalore

ಇದರಿಂದ ನಿಮಗೆ ತಿಳಿಯಪಡಿಸುವುದೇನೆಂದರೆ Evening at 5 o'clock

ಈ ಮೊಕದ್ದಮಾ ತನಿವೆ ಬಗ್ಗೆ ಸರ್ ಮಜಕೂರು Sept 9 ಮಾಹೆ 23ನೆ ತಾರೀಖು ಹಿಯರಿಂಗ್ ಗೊತ್ತು ಮಾಡಿಸಿರುತ್ತಾಗಿ ನೀನು ಆ ತಾರೀಖು ದಿವಿ 11 ಗಂಟೆಗೆ ನರಿಯಾಗಿ ಮೊಕ್ಕಾಂ ನಮ್ಮ ರೂಬರೂಬು ನಿನ್ನ ಪರವಾದ ರುಜುವಾತುನಿನಿ ಹಾಜರಾಗಬೇಕು. ಸಾಕ್ಷಿಗಳ ಹಾಜರಿ ಆವಶ್ಯವಾದರೆ ಈಗಲೇ ಸರ್ಮ ಮಾಡಿನಬೇಕು. ತಪ್ಪಿದರೆ ಕ್ರಮವರಿತು ನಡೆನಲ್ಲಾದೀತು.

ತಾ॥ 23/9/35. B. O.

WD 01041—GPB—25,000—22-1-35

25.9.35

65

ಶಿರಸಿಯಲ್ಲಿ ಇರತಕ್ಕವರು

ಬಾಲಕರ ಶಿಕ್ಷಣಕ್ಕಾಗಿ ಅರ್ಜಿ

ನೀಡಿದ್ದು

30/9/35

66

Rév. Genl. 6A.]

ನೋಟೀಸು.

5

ರೆವಿನ್ಯೂ ಕೋರ್ಟು.

193 ನೆ ಇಸವಿ ನಂಬರ್

Venkatachuma ಫಿರ್ಯಾದಿ B.C.L. Railway Company ಪ್ರತಿವಾದಿ

Re: indemnity bond on behalf of the minor petitioners, Compromise of Suit No 151/32-33 on the file of the Dist. Judge Bangalore ಇದರಿಂದ

ತಿಳಿಯಪಡಿಸುವುದೇನೆಂದರೆ:— Karpalli Subbaiah. ಗೆ

Chikballapur.

Revenue Officer

ಈ ಮೊಕದ್ದಮಾ ತನಿಪೆ ಬಗ್ಗೆ ನಮ್ಮ ಮಜಕೂರು Sept ಮಾಹೆ 23ನೆ ತಾರೀಖು ಹಿಯರಿಂಗ್ ಗೊತ್ತು ಮಾಡಿಸಿರುತ್ತಾಗಿ ನೀನು ಆ ತಾರೀಖು ದಿವಿ 11 ಗಂಟೆಗೆ ಸರಿಯಾಗಿ ಮೊಕ್ಕಾಂ ನಮ್ಮ ರೂಬರೂಬು ನಿನ್ನ ಪರವಾದ ರುಜುವಾತುನಿನಿ ಹಾಜರಾಗಬೇಕು. ಸಾಕ್ಷಿಗಳ ಹಾಜರಿ ಅವಶ್ಯವಾದರೆ ಈಗಲೇ ನಮೂ ಮಾಡಿನಬೇಕು. ತಪ್ಪಿದರೆ ಕ್ರಮವರಿತು ನಡೆನಲಾದೀತು.

ತಾ॥ 23/9/35

B.O.

ರೆವಿನ್ಯೂ ಆಫೀಸರ್.

M. Subbaiah Naidu

WD 01041—GPB—25,000—22-1-35

HC

Revenue Inspector, Kolaka Hobli for immediate Service and return.

ಪ್ರಮಾಣಪತ್ರ:

ಚಿತ್ರದುರ್ಗ ಜಿಲ್ಲೆಯ ಹೊಸದುರ್ಗ ತಾಲ್ಲೂಕಿನ ಕಸಬಾ ಹೋಬಳಿಯ ಗ್ರಾಮಲೆಕ್ಕಿಗರಾದ ನಾನು ಈ ಕೆಳಕಂಡಂತೆ ಪ್ರಮಾಣಪತ್ರ ನೀಡುತ್ತೇನೆ.

ಹೊಸದುರ್ಗ ತಾಲ್ಲೂಕು ಕಚೇರಿಯ ಜ್ಞಾಪನ ನಂ. ಕಸ/35-36 ದಿನಾಂಕ 16-10-35 ರಲ್ಲಿ ಸಾರ್ವಜನಿಕರ ಉಪಯೋಗಕ್ಕಾಗಿ ಕಾಯ್ದಿರಿಸಿರುವ ಗೋಮಾಳ ಜಮೀನಿನಲ್ಲಿ ಸರ್ವೆ ನಂ. 57 ರಲ್ಲಿ 0-36 ಗುಂಟೆ ಜಮೀನನ್ನು ಸಾರ್ವಜನಿಕರ ಉಪಯೋಗಕ್ಕಾಗಿ ಕಾಯ್ದಿರಿಸಿರುವುದಾಗಿ ತಿಳಿಸಿರುತ್ತಾರೆ. ಆದರೆ ಸದರಿ ಜಮೀನಿನಲ್ಲಿ ಸಾರ್ವಜನಿಕರ ಉಪಯೋಗಕ್ಕಾಗಿ ಯಾವುದೇ ಕಟ್ಟಡಗಳಾಗಲೀ ಅಥವಾ ಇನ್ನಿತರೆ ಯಾವುದೇ ಸೌಲಭ್ಯಗಳಾಗಲೀ ಇರುವುದಿಲ್ಲ. ಸದರಿ ಜಮೀನಿನಲ್ಲಿ ಸಾರ್ವಜನಿಕರ ಉಪಯೋಗಕ್ಕಾಗಿ

ಸುತ್ತೋಲೆ:

ಪ್ರ- ಶ್ರೀ ಸಾಕ್ಷಿ ಪ್ರಕರಣದಲ್ಲಿ ಸಾಕ್ಷಿಯು ಸಲ್ಲಿಸಿದ ಸಾ- ಅನ್ವಯ

ಉತ್ತರವನ್ನು ಹೊಂದಿದೆ.

ಪ್ರ- ಶ್ರೀ ಸಾಕ್ಷಿ ಪ್ರಕರಣದಲ್ಲಿ ಸಾಕ್ಷಿಯು ಸಲ್ಲಿಸಿದ ಸಾ- ಅನ್ವಯ

ಸಾಕ್ಷಿಯ ಸಾಕ್ಷ್ಯವನ್ನು ಅಂಗೀಕರಿಸಿ ಸಾಕ್ಷಿಯು ಸಲ್ಲಿಸಿದ ಸಾ- ಅನ್ವಯ

ಸಲ್ಲಿಸಲು ಕೋರಿಕೆಯಂತೆ ಸಾಕ್ಷಿಯು ಸಲ್ಲಿಸಿದ ಸಾ- ಅನ್ವಯ

(1) ಸಾಕ್ಷಿ ಸಂ. 2/37 ಮತ್ತು 30 ಅಂಶಗಳನ್ನು ಪರಿಶೀಲಿಸಿ ಅಂತಿಮ ಸಾಕ್ಷ್ಯವನ್ನು ಸಲ್ಲಿಸಲು ರೂ. 800/- ಅನ್ನು ಅಂಗೀಕರಿಸಿ ಸಾ- ಅನ್ವಯ ಸಲ್ಲಿಸಲಾಗಿದೆ. ಈ ಸಾಕ್ಷಿಯು ಸಲ್ಲಿಸಿದ ಸಾಕ್ಷ್ಯವನ್ನು ಅಂಗೀಕರಿಸಲಾಗಿದೆ.

(2) 2048 ಸಾಕ್ಷಿಗಳಿಗೆ ಅನ್ವಯ (ಸಾಕ್ಷಿ ಸಂ.). 40 ಅಂಶಗಳನ್ನು ಪರಿಶೀಲಿಸಿ ಅಂತಿಮ ಸಾಕ್ಷ್ಯವನ್ನು ಸಲ್ಲಿಸಲು ರೂ. 900/- ಅನ್ನು ಅಂಗೀಕರಿಸಿ ಸಾ- ಅನ್ವಯ ಸಲ್ಲಿಸಲಾಗಿದೆ.

(3) ಸಾಕ್ಷಿಯವರಿಗೆ ಸಾಕ್ಷಿ 2039 ಗೆ ಸಾಕ್ಷಿಯ ಅಂತಿಮ ಸಾಕ್ಷ್ಯವನ್ನು ಸಲ್ಲಿಸಲು ರೂ. 100/- ಅನ್ನು ಸಾ- ಅನ್ವಯ ಸಲ್ಲಿಸಲಾಗಿದೆ.

(4). ಸಾಕ್ಷಿಯವರಿಗೆ ದಿನಾಂಕ ಸಾಕ್ಷಿಯ ಸಾಕ್ಷ್ಯವನ್ನು ಸಲ್ಲಿಸಲು ಸಾಕ್ಷಿಯು ಸಲ್ಲಿಸಿದ ಸಾ- ಅನ್ವಯ ಸಾಕ್ಷಿಯ ಸಾಕ್ಷ್ಯವನ್ನು ಸಲ್ಲಿಸಲು ರೂ. 500/- ಅನ್ನು ಸಾ- ಅನ್ವಯ ಸಲ್ಲಿಸಲಾಗಿದೆ.

ಸಾಕ್ಷಿಯವರಿಗೆ ಸಾಕ್ಷಿಯ ಸಾಕ್ಷ್ಯವನ್ನು ಸಲ್ಲಿಸಲು ಸಾಕ್ಷಿಯು ಸಲ್ಲಿಸಿದ ಸಾ- ಅನ್ವಯ ಸಾಕ್ಷಿಯ ಸಾಕ್ಷ್ಯವನ್ನು ಸಲ್ಲಿಸಲು ರೂ. 2300/- ಅನ್ನು ಸಾ- ಅನ್ವಯ ಸಲ್ಲಿಸಲಾಗಿದೆ.

ಸಾಕ್ಷಿಯವರಿಗೆ ಸಾಕ್ಷಿಯ ಸಾಕ್ಷ್ಯವನ್ನು ಸಲ್ಲಿಸಲು ಸಾಕ್ಷಿಯು ಸಲ್ಲಿಸಿದ ಸಾ- ಅನ್ವಯ

Before me

Date

First Reminder.

Original Reference No. 1029/35-36 dated 13-9-35

Subject— Acceptance of indemnity of Rs. [illegible] of Subtahsil Chicholi Rampur

Vsrgungeint 69

Office of the Deputy Commissioner

Dated 4/11/1935

No. C. 1029/35-36

To Subahi Udaipur Officer Chicholi Rampur

Invites his attention to the reference noted in the margin and requests a very early reply thereto.

[illegible]
for Deputy Commissioner

Signature and Designation.

THE [illegible] COMMISSIONER.
C.I. [illegible]
REG NO. 8
DATE 7/11/35

WD 02806—GPB—100 books of 100 sheets each—29-5-30

70

Immediate

PR154.

S/C 319/35 b

Memo

Forwarded to the Admiralty
Clerk to accompt clerk for
information. Your report at once

Secretary
7/11/35

W 5207/35.26
M

8.11.35
Mr [illegible] delay
Datup rotas
at once. by 8/11

Clerk to accompt

Lr. 5 3/35-36. Town Hall Chittoor 7/
Dated 11th Nov 1935

9

From

The Bailiff,
Chittoor

To. The President,
Chittoor Town Municipality.

Sir,

I have the honor to request you to
~~Bailiff~~ Court the information furnished
by me in Where possession, Houses No: ~~2136~~ 2048
2137
2039 & 955 of the Chittoor Town ~~the~~
Streets, as these particulars are required
for a report due to the Court within the
Rao
Asst. 12/11/35
[illegible]
12/11/35

I have the honor to be
Sir,
Your most obedient Servant
[illegible]
Bailiff
11/11/35

[illegible]: —

ನಮ್ಮ ನಿವಿ ರಲ್ ನಂ. 2048 ಎ ಜ್ಞಾ ನ ರಸ್ತಿನಿಂತ್ಕೆ ಅಲ್ಲ ನ ಪಾಂ ಕೆ ಂಡಾಂ
ಅ 3-8-0, 2039, [illegible] ಹ 8 ಕ್ಕೆ ಮ್ಮ ಅಲ್ಲ ಪಾಂ ಕೆ ಂ ಡಾಂ ಅ 0-8-0
2137 ಹಾಂ ರ ಹ ಕ್ಕೆ ನೆಂ ಂ ಡ್ರಾ ಅ ಪಾಂ ಕೆ, ಂ ಡಾಂ ಅ 2-8-0, 955 ಸಿಂ ಂ ಡಾಂ
ರಸ್ತಾ ನ ಕ್ಕೆ ಪಾಂ ಕೆ (ಸ್ಟ್ರೀ ತ್) ಂ ಡಾಂ ಅ 3-8-0 ಹಾಂ ಲ್ಲ ಂ ಅ ಮ ಹ ಕ್ಕೆ
ಸ್ಟ್ರೀ ನ ಕ್ಕೆ ಹಾಂ ರ ಹ ಕ್ಕೆ ಮ್ಮ ಅಲ್ಲ ನ ಂ ಡ ಹ ಜ ರ ಸ್ಟ್ರೀ ಹಾಂ ತ್ತಾ ಹಾಂ ತ್ತಿಂ ಡ
ಲೆ

ಸಂ ಪ ಅ ಸ ಮಂ ಅ ಸಂ ಅಪ್ಪ, ಆ ಸಿ. 34-35 ದಿ ಪ್ರ ಅ ಕ್ಕೆ ಕಳುಹಿಸಿ,
ಸಂಬಂಧಪಟ್ಟ ಕಡತವನ್ನು ಕೂಡಲೆ ತರಿಸಿಕೊಳ್ಳಲು ಆ ಸಿ. ಪಂ ಕ್ಕೆ ಆದೇಶ —

12.11.35.

ಸಂ ಪ ಅ ಸ ಮಂ

Memo

No 381/35-36. Forwarded with Compliments to the Amildar, Chikballapur taluk for favour of information.

H. Narayanadas
Pr. PRESIDENT,
MUNICIPAL COUNCIL
B. CHIKBALLAPUR.
12.11.35

No. 5-38/35-36

Taluk Office, Chittoor 73
Dt. 13.11.1935.

10

From the

The Amildar,
Chittoor

To

The Sub-Collector,
Chittoor

Sir,

With reference to your memo No. 816 3/35-6 dated 10.10.35 re. Solvency of Karpaki Subbayya etc, I beg to state that the Karpaki Subbayya is reported to own properties bearing Survey Nos. 2137, 2048, 2039 of 1935. Of these the first property has been mortgaged to a private party. The remaining three properties are worth about Rs. 2000/- & the Khata of these stands in Subbayya's name in the Municipal accounts.

Subbayya may be taken as solvent to the extent of Rs 1000/-. It is also reported by the Revenue Inspector, that Karpaki Subbayya is maintaining his daughter & grand-son & that as such he may be accepted as surety.

The Connected records are submitted herewith.

I beg to remain
Sir,
Your most obedient Servant

P.T.O

Amildar

OFFICE OF
THE ASSISTANT COMMISSIONER,
CHICKBALLAPUR DIVISION.
REG. NO. 5M
DATE 13/11/35

74

CR 157.

Rdr. C 319/32 file

Submitted to the Deputy Commissioner Kolar District with reference to his memo No. M&C 1029/32 dated 14th September 1932. Inspector Bhadra's report

Sub Kanakalli Subbiah may be accepted as police security

Sub Dn Mulbagal

Clerk Nallakuru

Bdr

Sd/- [illegible]

EVENING TAPPAL.
OFFICE OF THE DEPUTY COMMISSIONER
15 NOV. 1932
Gl. No. 1074
KOLAR.

M&C 1929/32
B5-36.

Letter No. 189 dated 21st August 1935 from the Government Advocate in Mysore, Bangalore.

....

Re: Mis. No. 151 of 1932-33 on the file of the District Judge Bangalore Dn., (Venkatamma and others Vs. The Bangalore Chikballapur Light Railway Co., Ltd.,

.....

Adverting to Government Order No. P.498-50/Law. 118-32-14 dated the 22nd July 1935 sanctioning the payment of a sum of Rs.1,000 only to the Petitioners in the above case, in full settlement of all their claims in the said case, I have the honor to forward herewith, for the information and orders of Government, a copy of the letter dated 10-8-1935 received from Mr.C.L.Gowda, Advocate (and its enclosure in original) stating that the minor children's (Petitioners 2 and 3) maternal grandfather viz., one Karapalli Subbaiya- is willing to give an Indemnity Bond in respect of the shares of the said minors and requesting payment of the money on accepting such a Bond from him. I am of opinion that the Indemnity Bond may be accepted as Mr.C.L.Gowda says that he has satisfied himself about the adequacy of the security and if necessary the opinion of the local Revenue Officers may also be obtained in this matter.

2. The draft of the Indemnity Bond sent herewith may be kindly returned to me with your reply.

....

" C o p y "

For General Secretary to Government.

TSS.

76

Mr. A. R. NAGESVARA IYER, B.A., B.L.,
Government Advocate.

GOVERNMENT ADVOCATE'S CHAMBERS,
PUBLIC OFFICES,

D. O. No. 432

Bangalore, 20th Novr. ....1935.

2/54

4056 of 35.
P

Dear Sir,

Re: Mis. No. 151 of 1932-33 on the file of the District Judge, Bangalore Dvn., (Venkatamma and others VS. The Bangalore Chikballapur Light Railway Co.,Ltd.,)

GENERAL SECT. BANGALORE
21 NOV 1935
(A)

May I invite your reference to my letter No.189 dated the 21st August 1935, in the matter of payment of the compensation amount sanctioned in the above case on accepting an Indemnity Bond on behalf of the minor petitioners, and request the favour of an early reply in the matter, as a report will have to be made to the Court on the next date of hearing.

Yours sincerely,

M. Nagesvara Iyer

M.Venkatesa Iyengar, Esq., M.A.,
General Secretary to Government,
BANGALORE.

GOVERNMENT OF HIS HIGHNESS THE MAHARAJA OF MYSORE

General and Revenue Secretariat

No. P 3511 *Dated, Bangalore,* 28th November 1935

From Laws 118-32-21

The *General Secretary to the Government of His Highness the Maharaja of Mysore.*

To

The Government Advocate,
Bangalore.

Sir,

Mis.151/32-33 on the file of the District Judge, Bangalore
(Venkatamma & others Vs. the B.C.L. Ry. Company)

With reference to the correspondence ending with your letter No.230 dated 31st August 1935 in the matter of obtaining an indemnity bond in respect of the shares of the minors in the above case, I am directed to state that Mr.Karapalli Subbaiya who is referred to be solvent to the extent of Rs.1000 may be accepted as proper - security and an indemnity bond obtained from him.

The draft indemnity bond sent with your letter dated 21st August 1935 is herewith returned.

I have the honour to be,
Sir,
Your most obedient servant,

Secy (Sd) M.V.

P. 3514 4 29-11-35.

Cfs b. m Agent. Mys. Bo.

B.

pm
Mr Sanderson
BO

Appendix F G—1]

SUBJECT.....

.....

.....

Section Law

File No. 118-32

Serial No. 21

No. P 3511 Leg 1

Diary No. of letter replied to.....

To

The Govt. Ad.

Mis. 151/32-33 on the file of the Dt. Judge. Nilgiris

(Venkatamma & others vs B.C.L.Rly Co)

General and Revenue Secretariat

( )

the *193* .

Date of issue 28/11/35

Signed by Mr N. R. J. Rao

Sir,

With reference to the Correspondence ending with your letter No. 1580 d 31.8.35 in the matter of obtaining an indemnity bond in respect of the shares of the minors in the above case, I am directed to state that Mr. Kasthuri Srinivasa who is reported to be solvent to the extent of Rs 1000/ may be accepted as proper security and an indemnity bond obtained from him.

The draft indemnity bond sent with your letter d 31.8.35 is herewith returned.

List of enclosures.....

Copied by .....

Examined by.....

P 3514 of 29-11-35

Copy to the Govt. Asst Secy for info

WD 03601—GPB—30,000—23-9-35

4021/4056/C

3421/39

In reply please refer to
No. 499

Encl: 3 documents

OFFICE OF THE GOVERNMENT ADVOCATE
IN MYSORE,

Bangalore, 5th December *1935.*

Law 118-32-22

GENERAL SECRETARIAT
7 DEC. 1935

From

The Government Advocate
in Mysore, BANGALORE.

To

The General Secretary to the Govt.
of H. H. The Maharaja of Mysore,
BANGALORE.

Sir,

Mis. No. 151 of 1932-33 on the file of the District Judge, Bangalore Division. (Venkatamma and others VS. The B.C.L. Railway Company, Ltd.,).

With reference to your letter No. P.3511/Law. 118-32-21 dated the 28th November 1935, I have the honor to state that in the above case which was for hearing before the Court on 3-12-1935, a Cheque for Rs.1,000/- only received from the Auditor, Mysore Railways, was handed over to Mr. C.Lakshmana Gowda, Advocate, on behalf of his clients and the case was dismissed.

2. The marginally noted three documents received from Mr. Lakshmana Gowda in this connection are herewith sent for the information of Government.

(1) Receipt dated 3-12-1935, from Mr. C. Lakshmana Gowda, Advocate, for the receipt of the sum of Rs.1000/-.
(2) Special Power of Attorney dated 7-9-1935, executed by Venkatamma and 2 others in favour of Mr.C.Lakshmana Gowda, Advocate.
(3) Indemnity Bond dated 3-10-1935 executed by Karapalli Subbaiya of Chikballapur in favour of the B.C.L.Ry., Co.,Ltd.,

I have the honor to be,
Sir,
Your most obedient servant,

Government Advocate.

CSN/1.

35 48 35

In all future correspondence please quote this
No. M4.C.1029/35-36.
Encls. One.

OFFICE OF THE DEPUTY COMMISSIONER,
KOLAR DISTRICT.

Dated Kolar, the 10th December *1935.*

FROM

T. G. RAMA IYER, ESQ., B.A.,
Deputy Commissioner,
Kolar District.

GENERAL SECTT. MYSORE
12 DEC. 1935

TO

M. Venkatesa Iyengar, Esq., M.A.,
SECRETARY TO GOVERNMENT OF MYSORE,
General *Department,*
Bangalore.

SIR,

In continuation of this Office No. D.Dis.M4.C.1029/35-36 dated 19th November 1935, regarding the acceptance of the security of Karapalli Subbiah of Chikballapur, I have the honour to forward herewith petition dated 24th November 1935, from C. Thimmaiah, son of Kondappa, Kandavarpet, Chikballapur, for information.

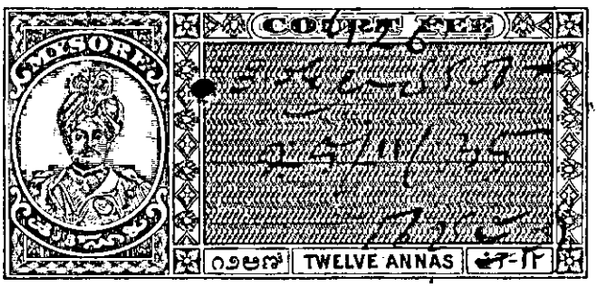
I have the honour to be,

S i r,

Your most obedient servant,

Deputy Commissioner,
Kolar District.

MVA.

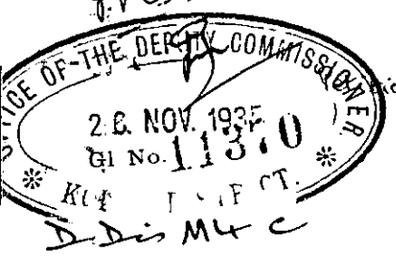


The Deputy Commissioner,

Kolar District,

Kolar

M4.
D.R.O.



D.Dis M4 C
1029
35-36

Petitioner: C Thimmiah, Son of Kondeppa,

Kandavarpet, Chickballapur.

The petitioner above named begs to submit as follows; re: compensation awarded to the legal representatives of deceased Pujappa, son of Gujjarappa alias Venkatrayappa of Chickballapur in his 151/32-33 on the file of the District and Sessions Judge, Bangalore

1. That one Karahalli Subbiah of Chickballapur had offered himself as a surety in the District Court at Bangalore and the District Judge wanted the Revenue Authorities to certify as to his solvency.

2. That the surety had stated that he owned houses in Kandavarpet, Chickballapur Town.

3 That the petitioner learns that the Revenue Authorities have stated that the said Karahalli Subbiah owns houses in Kandavarpet, Chickballapur Town and that he is solvent.

4 That it is false that Karahalli Subbiah owns houses - as the same were sold in execution of decree obtained against him in O.S. 791/19-20 on the file of the 1st Munsiff at Bangalore, in execution 5/27-28 ~~on the file of Chickballapur and purchased by one~~ on the file of Chickballapur and purchased by one Devalla Narasappa in the court-sale

P.T.O

82

in the court sale who took delivery of possession in his 220/28-29 on the file of the Munsiff at Chickballapur and that the said Kanahalli Subbiah (Defendant) was also present and signed the Delivery receipt. Later on Devallu Narasappa sold through a registered Sale Deed to one Pujappa and he has hypothecated them to the Petitioner through a registered Sale Deed in the year 1929 the petitioner has also filed a suit to recover his money due on the Registered Hypothecation bond and the case is to come up on 19-2-36

5. That for the reasons mentioned in Para 4 the said surety owns no houses and the Petitioner believes that he has made this statement with ulterior motives.

6. That if the sureties solvency is to be based on the Value of the said houses, there would be further litigation and complications.

7. That the Petitioner learns that the Papers are sent to your honour from the Revenue Authorities at Chickballapur.

Wherefore the Petitioner prays that the solvency of the surety may kindly be ordered to be ascertained by the production of encumbrance certificates of the properties the surety owns.

24.11.35

C. Munisamy

GOVERNMENT OF HIS HIGHNESS THE MAHARAJA OF MYSORE

General and Revenue Secretariat

Registered

No. P 3545 Sec 4

Law 118-32-

Dated, Bangalore, 16th Decr. 1935

From

The *General Secretary to the Government of His Highness the Maharaja of Mysore.*

To

The Agent, Mysore Railways, Mysore.

Sir,

In continuation of Government Order No.498-501/Law.118-32-14 dated 22nd July 1935 accepting the terms offered by Venkatamma through Mr.C.L.Gowda, Advocate, in Mis.151 of 1932-33 on the file of the District Court, Bangalore, I am directedto forward herewith for information and record in your office, copy of Government Advocate's letter No.499 together with the three marginally noted documents in original, the receipt of which may kindly be acknowledged.

(1) Receipt dated 3-12-1935 from Mr.C. Lakshmana Gowda, Advocate, for the receipt of the sum of Rs.1000/-.

(2) Special Power of Attorney dated 7-9-1935, executed by Venkatamma and 2 others in favour of Mr.C.Lakshmana Gowda, Advocate.

(3) Indemnity Bond dated 3-10-1935 executed by Karapalli Subbaiya of Chikballapur in favour of the B.C.L.Ry., Co., Ltd.

I have the honor to be,

Sir,

Your most obedient servant,

for General Secretary to Government.

B.K.M.2

Appendix F G—1]

SUBJECT.....

.....

.....

Registered

Section Law

File No. 118-32

Serial No.

Diary No. of letter replied to.....

No. P 3845 Loc 4

To

The Agent, Mysore Rly.

General and Revenue Secretariat

( )

the 193 .

Sir,-

In continuation of Govt order No. 498-501 Law 118-32-14 dt 22-7-35, accepting the terms offered by Venkatamma through her C. A. Gowda, Advocate, Mysore in Mis 151 of 32-33 on the file of the D. Court, Bangalore, I am directed to forward herewith for information & record in your office copy of Govt Adv's letter No. 499 together with the 3 marginally noted documents in original.

Date of issue 17-12-35

H. G

Signed by N A J R

List of enclosures.....

Copied by .....

Examined by.....

1)

2)

3)

85

a cheque for Rs 1000/- was given
to the Adv. on behalf of his clients
and the case was dismissed.
The receipt of which may kindly be
acknowledged Thanking etc.

MK
12/12 For Gunadasa

Agreement

Between the Government of His Highness the Maharaja of Mysore and the Bangalore-Chikballapur Light Railway Company, Ltd.

AGREEMENT

Between the Government of His Highness the Maharaja of Mysore and the Bangalore-Chikballapur Light Railway Company, Ltd.

Preamble. Description of Contract.

An AGREEMENT made this ....day of..... 19 between the Government of His Highness the Maharaja of Mysore (hereinafter called "the Government") of the one part and the Bangalore-Chikballapur Light Railway Company, Ltd., having their registered office at Mundy Buildings, Chamarajpet, Bangalore, (hereinafter called "the Company") of the other part..

WHEREAS the Company has been formed for the purpose of constructing a Light Railway from Bangalore to Chikballapur.

And WHEREAS the Company has been able, so far, to raise only a part of the funds required for the construction of the said Railway.

And WHEREAS the Government have agreed to supply the balance of funds required for constructing the said Railway not furnished by the Company, on the terms and conditions hereinafter mentioned.

And WHEREAS the Government have agreed to give the Company the option of acquiring by purchase the interest of the Government in the said Railway if the Company should be able to raise the requisite funds therefor within a period of ten years from the date of the opening of the said Railway for public traffic in order that the Company may be enabled to become and be the sole owner of the said Railway until the same shall be purchased from the Company by the Government in pursuance of any of the terms of this Agreement.

And WHEREAS it is agreed between the Government and the Company that until such time as the Company shall and be able to acquire by purchase as aforesaid the interest of Government in the said Railway the entire control over the construction, equipment, maintenance, use and working of the said Railway shall be with the Government and that the relationship between the Government and the Company during the aforesaid period shall be governed by the terms and conditions hereinafter, in this Agreement, contained.

And WHEREAS it is further agreed between the Government and the Company that if and when the Company shall become the sole owner by purchase from Government of their interest as aforesaid the entire control, maintenance, use and working of the said Railway shall, unless otherwise agreed upon, be with the Company until the said Railway shall by repurchase become the property of the Government.

Now these presents witness and it is hereby mutually agreed and declared by and between the parties hereto as follows:—

Definitions.

2. Throughout this Agreement unless otherwise stated or unless there is something repugnant in the context the following terms are to have the meanings set opposite to each of them respectively, *viz.*:—

(*a*) The expression "the Government" or "the Government of Mysore" means the Government of His Highness the Maharaja of Mysore, their successors in office and assigns.

(*b*) The expression "the Company" means the Bangalore-Chikballapur Light Railway Company and its successors or assigns.

(*c*) The expression "the said Railway" means and includes the Railway between Bangalore and Chikballapur together with all the appurtenances thereof.

(*d*) The expression "gross earnings" means and includes earnings to be derived from the working of the said Railway, the rents of any Railway buildings in the occupancy of the Railway employees, tolls on bridges and other sources of income which are treated as Revenue on Indian Railways generally, but does not include book entries for the carriage of stores for purposes of the said Railway and for which no cash payment is made.

(*e*) The expression "net earnings" means the residue after deducting the working expenses from the gross earnings.

(*f*) The expression "months" means Calendar months and the expression "official year" means the official year of the Mysore Government. Railway year means from 1st April to 31st March.

(*g*) The expression "new minor works" means new minor works the expenditure on which is chargeable to revenue.

(*h*) The expression "undertaking" means the Bangalore-Chikballapur Light Railway.

Duration of Agreement.

3. This Agreement shall be taken to have commenced and come into force as from the 1st August 1915,

and shall be and remain in force for a period of 30 years from date of opening of the Railway for public traffic, subject to revision by mutual consent from time to time and to renewal thereafter or until it is determined by any provision in this behalf in this contract.

Main Conditions. Government Aid.

4. The Government do hereby agree to guarantee 4 per cent interest per annum on the capital contributed towards the cost of construction of the Railway from the date of opening of the Railway for public traffic until this Agreement is determined. Interest on effective capital furnished by the Company and that furnished by the Government is chargeable during construction to Capital. Such guaranteed interest is payable yearly but subject to adjustment laid down in Clause 10 *(e)*.

(*a*). The Government shall from time to time provide free of cost all land including land permanently or temporarily required for quarrying ballast, for brick-fields and similar purposes which they shall consider requisite for the construction of the said Railway and for stations, station-yards, offices, ware-houses, staff-quarters and other *bona fide* Railway purposes.

Construction of the Railway and Working.

5. All arrangements for construction, maintenance and working of the Railway shall be in the hands of the Government during the currency of this Agreement.

Capital.

6. The Capital collected for the undertaking shall be deposited in the Government Treasury.

Accounts.

7. The Government shall furnish the Company with accounts of Capital and Revenue for the periods for which they are made up, generally under the rules for State Railways in British India.

Capital Expenditure incurred by Company.

8. No Capital expenditure by the Company shall be recognised, as between the Government and the Company, unless prior sanction of the Government to that expenditure has been obtained.

The Company shall have no power to increase its share or stock Capital or to borrow money without the sanction of the Government.

Working Expenses.

9. All costs and expenses incurred by the Government in or about or in connection with the maintenance, management and working of the said Railway shall be deemed working expenses and such working expenses shall include sums expended in respect of the Company's office, office expenses, direction fees and salaries of clerks and servants and all rates, taxes, insurance against fire, assessments and other outgoings usually and properly chargeable against revenue. The decision of the Government in respect of the charges to be regarded as and included in the working expenses of the said Railway shall be final.

As to the Application of Receipts.

10. The moneys to be received in each half-year during the continuance of this Contract on account of revenue shall be applied as follows (that is to say):—

(*a*) In the first place, in or towards the discharge of working expenses and other expenses (if any) chargeable to Revenue under this Contract attributable to the half-year to which the receipts relate.

(*b*) In the next place, in or towards the discharge of working expenses and other expenses (if any) chargeable to revenue under this Contract attributable to any previous half-year or half-years and not already discharged, out of the receipts on account of revenue including any errors which may be found in the accounts.

(*c*) In the next place, in payment of all moneys which from time to time may be payable under the rules of the Mysore Railway Provident Institution to or for the purpose of that Institution.

(*d*) In the next place, in payment to any Reserve Fund or funds to be established as provided by Section 13 of this Contract.

(*e*) In the next place, in payment of interest at 4 per cent per annum on the Capital contributed by the Company and the Government. Of the surplus, if any, in excess of 4 per cent, half will go to Government as the guarantors of interest on Capital and the remaining half will be shared by the Company and the Government in the ratio of the Capital contributed by them.

As to the Supervision and Control of the Government.

11. The Government shall be entitled to be represented on the Board of Directors of the Company by a Government Director appointed by Government and removable only by them. His remuneration shall be the same as that allowed to the Company's Director. The Government Director shall be an *ex-officio* member of all Committees appointed by the Company or the Directors for any purpose connected with the undertaking and his view shall be accepted by the Company as the view of Government in all matters. If, however, the Company does not agree with him on any point, it will have the right to appeal to Government for a modification of the view taken by the Government Director. Pending the decision of Government, however, the view of the Government Director shall be accepted by the Company as the view of Government. The Government shall be entitled to make a charge half-yearly for their supervision and control of the Railway in respect of this Contract. The said half-yearly charge shall be a mileage rate not exceeding Rs. 30 for every mile of the Bangalore-Chikballapur

Light Railway either constructed or under construction. As-from the time when the whole of the projected Railway shall have been opened for public traffic the half yearly charge to be made by the Government under this section shall be charged to Revenue and prior to that date to Capital. No charge shall, however, be made under this clause during the period that the line is worked by Government.

Provident Institution.

12. The Government may, if they deem fit maintain and manage a Provident Institution and admit their servants employed on the working of the Railway to its benefits.

Reserve Fund.

13. The Government may at any time establish and maintain out of the contribution from Revenue, Reserve Funds for the purposes of insuring property whether appropriated to the undertaking or in the custody of the Government as common carriers or in any other capacity against damage by fire and of making good deteriorations of Permanent Way and Rolling Stock. The Reserve Funds will be maintained in the Government Treasury and. interest on the minimum monthly balances at the Government Savings Bank's rate will be credited to the fund yearly.

Mode of Service of Notices, etc., to the Company.

14. Any notice, determination, decision, direction, requirement, requisition, appointment, certificates or expression of opinion approved or sanctioned to be given or signified on the part of the Government for any of the purposes of or in relation to this Contract or any of the powers or provision herein contained shall be sufficient and binding if in writing and signed by the Secretary to the Government for Railways or by any other officer or servant authorised to act on behalf of the said Secretary in respect of matters to which the same shall relate, and the said Secretary shall not in any case be bound in respect of any of the matters aforesaid unless by some writing signed in the manner before mentioned in this section.

Company's Office at Bangalore.

15. The Company shall at all times during the continuance of this Contract keep an office established at Bangalore and shall keep at the said office an authorised Agent or Committee of Agency with whom the Government or other officer or officers deputed on their behalf, may communicate on affairs concerning this Contract and the duties and liabilities of the parties hereto under this Contract and all drafts drawn and receipts given by the said Agent or Committee of Agency or under his or their authority on behalf of the Company in relation to this

Contract or any of the duties or liabilities of the Company under this Contract shall be binding on the Company and every notice to be given to the Company shall be sufficiently given if left at the said office or personally served on the said Agency or any member of the said Committee of Agency.

Purchase Clause.

16. Government shall have power to purchase the interest of the Company in the Railway at the end of 30 years commencing from the date of opening of the Railway for public traffic or at subsequent intervals of ten years, subject to twelve months' previous notice in writing being given. The price payable shall be 25 times the average of the fraction of net annual earnings (excluding payment on account of guarantee) corresponding to the proportion of Capital contributed by the Company, during the three years preceding the purchase, subject to a maximum of 120 per cent and a minimum of 100 per cent of the Company's share of the Capital expenditure.

(1) Government shall have power to purchase the interest of the Company in the said Railway at any time after giving one year's notice, in the following cases:—

(*a*) Should the Government consider it desirable that the gauge of the branch lines should be altered.

(*b*) Should it be desired to convert the branch line into a line of through communication.

(*c*) Should the Government desire to extend the branch line (without altering the gauge or making the line part of a through route and the Company be unable or unwilling to supply the necessary Capital for such extension.

In the event of the line being purchased under this clause the price payable shall be 25 times the average of the fraction of net earnings (excluding payments on account of guarantee) corresponding to the share of Capital contributed by the Company, during the three years preceding the purchase or 115 per cent of the Company's share of the Capital expenditure on the line whichever may be greater.

Mode of Communication Between Parties.

17. All correspondence connected with the working of the said Railway under any of the clauses of this Agreement shall, so far as questions affecting principles and important matters are concerned, be conducted between the Government and the Company's Agent or Chairman for the time being, through the medium of the Secretary to Government, Railway Department, but in ordinary matters the Government shall, if they desire to do so, correspond with the Company's Agent through other officials.

18. In the event of any difference of opinion arising upon any of the terms of this Agreement between the Government and the Company the matter shall be referred to a Committee composed of the undermentioned officers :— **Arbitration.**

(*a*) The Secretary to the Government of Mysore for Railways.

(*b*) The Comptroller.

(*c*) The Government Director.

(*d*) The Chairman of the Company.

(*e*) Two of the Directors of the Company.

The decision of Government on their finding shall be final.

In witness whereof the Dewan of Mysore, acting for and on behalf of the Government of His Highness the Maharaja of Mysore, has hereunto set his hand, and the Chairman of the Bangalore-Chickballapur Light Railway Company, Ltd., acting for and on behalf of the said Company, has hereunto set his hand the day and year first above written.

Signed and sealed and delivered by
M. KANTARAJ URS,
4th August, 1919. *Dewan of Mysore.*

In the Presence of—
(Sd). S. VARADARAJA IYENGAR,
Director.

(Sd.) K. P. PUTTANNA CHETTY,
Chairman, Bangalare-Chickballapur Light Railway, Co., Ltd.

(Sd.) K. RAMASWAMIAH,
Secretary.

In the Presence of—
(Sd.) M. CHENGIA CHETTY,
(Sd.) M. RAMACHANDRA RAO SINDIA.

A—WD. 102—GBPM—100—17-9-19